TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY
BOARD OF DIRECTORS MEETING
• Thursday, June 14, 2018 •
3:30 PM
Legislative Chambers
Governor Daniel D. Tompkins Building
121 E. Court Street, Ithaca NY

AGENDA

1. CALL TO ORDER

2. PRIVILEGE OF THE FLOOR

3. BUSINESS

Old Business

Delaware River Solar NY Dryden I and II Final Approval
   Inducement Resolutions 2
   Public Hearing Minutes 12
   SEQR Negative Declaration 14
   Agency Project Agreements 18

New Business

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   TCIDA Application 46
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Authority Budget Office (ABO) Audit Report
   CIITAP Diversity and Inclusion Policy and Toolkit – for discussion 91

4. CHAIR’S REPORT

5. STAFF REPORT

6. APPROVAL OF MEETING MINUTES – May 10, 2018 124

7. ADJOURNMENT

Next Meeting: July 12, 2018
INDUCEMENT RESOLUTION:
Delaware River Solar, LLC / NY Dryden I, LLC
Dryden Road, Town of Dryden

A regular meeting of the Tompkins County Industrial Development Agency was convened on June 14, 2018 at 3:30 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution authorizing the Tompkins County Industrial Development Agency to

(i) take a leasehold interest in real property consisting of an approximately 15.52-acre parcel of land leased by Delaware River Solar, LLC (which lease Delaware River Solar, LLC will assign to NY Dryden I, LLC, said assignment hereinafter referred to as the “Lease Assignment”) and located on Dryden Road in the Town of Dryden, Tompkins County, New York (currently designated as a portion of Town of Dryden tax parcel number 47.-1-7.3) and improvements to be constructed thereon;

(ii) appoint Delaware River Solar, LLC (and, after the Lease Assignment, NY Dryden I, LLC, or an entity formed or to be formed by or on behalf of either), as its agent to acquire, construct and equip thereon a 2-megawatt community solar array (known as Dryden I) to be used to generate electricity that will allow residential and commercial subscribers to receive renewable energy that will offset traditional power sources for the equivalent of 400-450 homes and small businesses;

(iii) negotiate and execute a lease agreement, leaseback agreement and related payment-in-lieu-of-tax agreement;

(iv) provide financial assistance to Delaware River Solar, LLC (and, after the Lease Assignment, NY Dryden I, LLC) in the form of:

(a) a sales tax exemption for purchases and rentals related to the acquisition, construction and equipping of the project,
(b) a partial real property tax abatement through the PILOT Agreement, and
(c) a mortgage tax exemption for the financing related to the project; and

(v) execute related documents.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and § 895-b of the General Municipal Law of the State of New York, as amended (hereinafter collectively called the “Act”), TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY (hereinafter called the “Agency”) was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and
WHEREAS, Delaware River Solar, LLC (and, after the Lease Assignment, NY Dryden I, LLC, or an entity formed or to be formed by or on behalf of either) (hereinafter called the “Company” during the respective periods of interest), for itself or on behalf of an entity to be formed, desires to acquire, construct and equip upon approximately 15.52 acres of real property leased by the Company on Dryden Road in the Town of Dryden, Tompkins County, New York (currently designated as a portion of Town of Dryden tax parcel number 47.-1-7.3) (the “Land”) a 2-megawatt community solar array (known as Dryden I) to be used to generate electricity that will allow residential and commercial subscribers to receive renewable energy that will offset traditional power sources for the equivalent of 400-450 homes and small businesses (hereinafter called the “Project”); and

WHEREAS, pursuant to Article 18-A of the General Municipal Law, the Agency desires to adopt a resolution describing the Project and the financial assistance that the Agency is contemplating with respect to the Project; and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as its agent for the purpose of acquiring, constructing, and equipping the Project, (ii) negotiate and enter into a lease agreement (the “Lease”), leaseback agreement (the “Leaseback Agreement”) and payment-in-lieu-of-tax agreement (the “PILOT Agreement”) with the Company, (iii) take a leasehold interest in the land and the improvements and personal property constituting the Project (once the Leaseback Agreement and PILOT Agreement have been negotiated), and (iv) provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, (b) a partial real property tax abatement through the PILOT Agreement, and (c) a mortgage tax exemption for the financing related to the Project; and

WHEREAS, pursuant to General Municipal Law Section 859-a, at 1:00 p.m. on June 7, 2018 at the Dryden Town Hall, located in the Town of Dryden at 93 East Main Street, Dryden, New York, the Agency held a public hearing with respect to the Project and the proposed financial assistance being contemplated by the Agency (the “Public Hearing”) whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the minutes of said Public Hearing is attached hereto as Exhibit A; and

WHEREAS, the Town of Dryden on March 12, 2018 issued a negative declaration (the “SEQR Proceedings”) under Article 8 of the Environmental Conservation Law and Regulations adopted pursuant thereto by the Department of Environmental Conservation of the State (collectively, “SEQR”) with respect to the Project. A copy of the negative declaration is attached hereto as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Company has presented an application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company’s application, the Agency hereby finds and determines that:

a. By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;
b. It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project;

c. The Agency has the authority to take the actions contemplated herein under the Act;

d. The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Tompkins County and otherwise furthering the purposes of the Agency as set forth in the Act;

e. The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the “State”) to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State, and the Agency hereby finds that, based on the Company’s application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries;

Section 2. Based upon a review of the Company’s application and the SEQR Proceedings submitted to the Agency, the Agency hereby:

a. Consents to and affirms the status of the Agency as Lead Agency within the meaning of, and for all purposes of complying with, SEQR;

b. Determines that the proceedings undertaken by the Agency as Lead Agency under SEQR with respect to the acquisition, construction and equipping of the Facility satisfy the requirements of SEQR, and ratifies and confirms such proceedings by the Agency as Lead Agency;

c. Determines that all of the provisions of SEQR that are required to be complied with as a condition precedent to the approval of the financial assistance contemplated by the Agency with respect to the Project and the participation by the Agency in undertaking the Project have been satisfied.

Section 3. Based upon the representations and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to $3,258,497.00, which result in New York State and local sales and use tax exemption benefits (“sales and use tax exemption benefits”) not to exceed $260,679.76. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 4. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants,
subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 5. Subject to the Company executing the Agency Project Agreement attached hereto as Exhibit C, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, construct and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting on its own behalf; provided, however, that the Agency Project Agreement shall expire on **June 30, 2020** (unless extended for good cause by the Administrative Director of the Agency) if the Leaseback Agreement and PILOT Agreement contemplated have not been executed and delivered.

Section 6. The standard Agency Administrative Fee pursuant to the Mission, Policies and Procedures of the Agency is one percent (1%) of the expenses that are positively impacted by the Agency incentives. In accordance with the Agency’s Off-Site Commercial Solar Photovoltaic Policy, the fee for this Project will be one-half of one percent (0.5%) of said expenses.

Section 7. The Chairperson, Vice Chairperson, and/or Administrative Director of the Agency are hereby authorized, on behalf of the Agency, to negotiate and execute (a) the Lease Agreement whereby the Company conveys a leasehold interest in the Project to the Agency, (b) the related Leaseback Agreement leasing the Project back to the Company, and (c) the PILOT Agreement; provided (i) the rental payments under the Leaseback Agreement include payment of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project; and (ii) the terms of the PILOT Agreement are consistent with the Agency’s Uniform Tax Exemption Policy or the procedures for deviation have been complied with.
Section 8. The Chair, Vice Chair and/or Administrative Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents, in a form acceptable to the Agency’s counsel, reasonably contemplated by these resolutions or required by any lender identified by the Company (the “Lender”) up to a maximum principal amount of $3,049,878.00 to finance demolition, building construction, materials, equipment, and other personal property and related transactional costs (hereinafter, with the Leaseback Agreement and PILOT Agreement, collectively called the “Agency Documents”); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the Chair, Vice Chair and/or Administrative Director of the Agency shall approve, the execution thereof by the Chair, Vice Chair and/or Administrative Director of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency’s interest in the Project.

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These resolutions shall take effect immediately.

The question of the adoption of the foregoing resolutions was duly put to a vote by roll call, which resulted as follows:

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<tr>
<th>Member names</th>
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The resolutions were thereupon duly adopted.

I, Jennifer Tavares, as Secretary of the Tompkins County Industrial Development Agency, hereby certify that the above is a true and correct copy of a duly authorized resolution of the Tompkins County Industrial Development Agency.

Dated: June ______, 2018

Jennifer Tavares, Secretary of the Tompkins County Industrial Development Agency
INDUCEMENT RESOLUTION:
Delaware River Solar, LLC / NY Dryden II, LLC
Dryden Road, Town of Dryden

A regular meeting of the Tompkins County Industrial Development Agency was convened on June 14, 2018 at 3:30 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution authorizing the Tompkins County Industrial Development Agency to

(i) take a leasehold interest in real property consisting of an approximately 14.76-acre parcel of land leased by Delaware River Solar, LLC (which lease Delaware River Solar, LLC will assign to NY Dryden II, LLC, said assignment hereinafter referred to as the “Lease Assignment”) and located on Dryden Road in the Town of Dryden, Tompkins County, New York (currently designated as a portion of Town of Dryden tax parcel number 47.-1-7.3) and improvements to be constructed thereon;

(ii) appoint Delaware River Solar, LLC (and, after the Lease Assignment, NY Dryden II, LLC, or an entity formed or to be formed by or on behalf of either), as its agent to acquire, construct and equip thereon a 1.3-megawatt community solar array (known as Dryden II) to be used to generate electricity that will allow residential and commercial subscribers to receive renewable energy that will offset traditional power sources for the equivalent of 250-300 homes and small businesses;

(iii) negotiate and execute a lease agreement, leaseback agreement and related payment-in-lieu-of-tax agreement;

(iv) provide financial assistance to Delaware River Solar, LLC (and, after the Lease Assignment, NY Dryden II, LLC) in the form of:

(a) a sales tax exemption for purchases and rentals related to the acquisition, construction and equipping of the project,

(b) a partial real property tax abatement through the PILOT Agreement, and

(c) a mortgage tax exemption for the financing related to the project; and

(v) execute related documents.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and § 895-b of the General Municipal Law of the State of New York, as amended (hereinafter collectively called the “Act”), TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY (hereinafter called the “Agency”) was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and
WHEREAS, Delaware River Solar, LLC (and, after the Lease Assignment, NY Dryden II, LLC, or an entity formed or to be formed by or on behalf of either) (hereinafter called the “Company” during the respective periods of interest), for itself or on behalf of an entity to be formed, desires to acquire, construct and equip upon approximately 14.76 acres of real property leased by the Company on Dryden Road in the Town of Dryden, Tompkins County, New York (currently designated as a portion of Town of Dryden tax parcel number 47.-1-7.3) (the “Land”) a 1.3-megawatt community solar array (known as Dryden II) to be used to generate electricity that will allow residential and commercial subscribers to receive renewable energy that will offset traditional power sources for the equivalent of 250-300 homes and small businesses (hereinafter called the “Project”); and

WHEREAS, pursuant to Article 18-A of the General Municipal Law, the Agency desires to adopt a resolution describing the Project and the financial assistance that the Agency is contemplating with respect to the Project; and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as its agent for the purpose of acquiring, constructing, and equipping the Project, (ii) negotiate and enter into a lease agreement (the “Lease”), leaseback agreement (the “Leaseback Agreement”) and payment-in-lieu-of-tax agreement (the “PILOT Agreement”) with the Company, (iii) take a leasehold interest in the land and the improvements and personal property constituting the Project (once the Leaseback Agreement and PILOT Agreement have been negotiated), and (iv) provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, (b) a partial real property tax abatement through the PILOT Agreement, and (c) a mortgage tax exemption for the financing related to the Project; and

WHEREAS, pursuant to General Municipal Law Section 859-a, at 1:00 p.m. on June 7, 2018 at the Dryden Town Hall, located in the Town of Dryden at 93 East Main Street, Dryden, New York, the Agency held a public hearing with respect to the Project and the proposed financial assistance being contemplated by the Agency (the “Public Hearing”) whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the minutes of said Public Hearing is attached hereto as Exhibit A; and

WHEREAS, the Town of Dryden on March 12, 2018 issued a negative declaration (the “SEQR Proceedings”) under Article 8 of the Environmental Conservation Law and Regulations adopted pursuant thereto by the Department of Environmental Conservation of the State (collectively, “SEQR”) with respect to the Project. A copy of the negative declaration is attached hereto as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Company has presented an application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company’s application, the Agency hereby finds and determines that:

a. By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;
b. It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project;

c. The Agency has the authority to take the actions contemplated herein under the Act;

d. The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Tompkins County and otherwise furthering the purposes of the Agency as set forth in the Act;

e. The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the “State”) to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State, and the Agency hereby finds that, based on the Company’s application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries;

Section 2. Based upon a review of the Company’s application and the SEQR Proceedings submitted to the Agency, the Agency hereby:

a. Consents to and affirms the status of the Agency as Lead Agency within the meaning of, and for all purposes of complying with, SEQR;

b. Determines that the proceedings undertaken by the Agency as Lead Agency under SEQR with respect to the acquisition, construction and equipping of the Facility satisfy the requirements of SEQR, and ratifies and confirms such proceedings by the Agency as Lead Agency;

c. Determines that all of the provisions of SEQR that are required to be complied with as a condition precedent to the approval of the financial assistance contemplated by the Agency with respect to the Project and the participation by the Agency in undertaking the Project have been satisfied.

Section 3. Based upon the representations and warranties made by the Company in its application for financial assistance, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount up to $2,052,690.00, which result in New York State and local sales and use tax exemption benefits (“sales and use tax exemption benefits”) not to exceed $164,215.00. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 4. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants,
subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 5. Subject to the Company executing the Agency Project Agreement attached hereto as Exhibit C, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, construct and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting on its own behalf; provided, however, that the Agency Project Agreement shall expire on June 30, 2020 (unless extended for good cause by the Administrative Director of the Agency) if the Leaseback Agreement and PILOT Agreement contemplated have not been executed and delivered.

Section 6. The standard Agency Administrative Fee pursuant to the Mission, Policies and Procedures of the Agency is one percent (1%) of the expenses that are positively impacted by the Agency incentives. In accordance with the Agency’s Off-Site Commercial Solar Photovoltaic Policy, the fee for this Project will be one-half of one percent (0.5%) of said expenses.

Section 7. The Chairperson, Vice Chairperson, and/or Administrative Director of the Agency are hereby authorized, on behalf of the Agency, to negotiate and execute (a) the Lease Agreement whereby the Company conveys a leasehold interest in the Project to the Agency, (b) the related Leaseback Agreement leasing the Project back to the Company, and (c) the PILOT Agreement; provided (i) the rental payments under the Leaseback Agreement include payment of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project; and (ii) the terms of the PILOT Agreement are consistent with the Agency’s Uniform Tax Exemption Policy or the procedures for deviation have been complied with.
Section 8. The Chair, Vice Chair and/or Administrative Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents, in a form acceptable to the Agency’s counsel, reasonably contemplated by these resolutions or required by any lender identified by the Company (the “Lender”) up to a maximum principal amount of $1,994,077.00 to finance demolition, building construction, materials, equipment, and other personal property and related transactional costs (hereinafter, with the Leaseback Agreement and PILOT Agreement, collectively called the “Agency Documents”); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the Chair, Vice Chair and/or Administrative Director of the Agency shall approve, the execution thereof by the Chair, Vice Chair and/or Administrative Director of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency’s interest in the Project.

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These resolutions shall take effect immediately.

The question of the adoption of the foregoing resolutions was duly put to a vote by roll call, which resulted as follows:

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The resolutions were thereupon duly adopted.

I, Jennifer Tavares, as Secretary of the Tompkins County Industrial Development Agency, hereby certify that the above is a true and correct copy of a duly authorized resolution of the Tompkins County Industrial Development Agency.

Dated: June ______, 2018

______________________________
Jennifer Tavares, Secretary of the Tompkins County Industrial Development Agency
MINUTES OF PUBLIC HEARING
Delaware River Solar NY Dryden I & II
June 7, 2018
1:00 PM
Dryden Town Hall
93 East Main Street, Dryden NY

Present:   Heather McDaniel (for Tompkins County Industrial Development Agency), Martha Robertson (TCIDA Board), Marie McRae, Annalise Kukor, Patricia Dubin, Charles Geisler, Anne Rhodes

1. Heather McDaniel called the public hearing to order at 1:00 PM

2. Public hearing notice was read.
   
   Ms. McDaniel gave a brief overview of the projects and incentives contemplated by the TCIDA.

3. Call for comments.

Marie McRae – She spoke in favor of the PILOT for Delaware River Solar. If we are giving tax abatements we should be giving then in the direction of supporting community goals, like renewables.

Patricia Dubin – She thanked the IDA for making a policy for solar and giving opportunities for solar in Tompkins County. The State and Country are more and more unfavorable to renewables. As a tax payer, this is where I want my tax dollars going. She heard on the radio today that $2.5 billion in solar was cancelled due to federal tariffs. Thank you IDA for what you do.

Annalise Kukor – In the face of climate change it is vital we support this. Support renewable energy with our dollars.

Charles Geisler – I’m in favor of the project. I am appreciative of the IDA creating forums for reducing fossil fuels. The Governor’s visit last month shows we can do things that many other communities can’t or won’t do. The County and Town leadership should support this kind of development. Others will want to join in when they see us doing it.
Anne Rhodes – If you are going to give tax abatements, the projects need to give back to the community. When the IDA gave incentives to the Marriott, the community didn’t get anything in return. Our other needs, like drug treatment and homeless shelters, are forfeited because we are not getting those tax dollars. Solar feels different. This does give back to the community, creating renewable energy and giving residents an option to choose renewables.

4. The hearing was adjourned at 1:18 PM
RESOLUTION #56 (2018) – Lead Agency Designation and Negative Declaration of Environmental Significance – 2243 Dryden Road Community Solar Project

Supv Leifer offered the following resolution and asked for its adoption:

WHEREAS,

A. The proposed action involves the construction of one 2 MW and one 1.3 MW solar photovoltaic (PV) arrays for generation of energy and sale under the community distributed generation program. Solar arrays consist of PV modules mounted on metal racks anchored into the ground. The arrays will be fenced in and gravel access drives will be constructed to access each site. Each site will contain an electric transformer mounted on a cement pad. The two fenced arrays will encompass approximately 22 acres of the total of approximately 115 acre Tax Parcel 47.-1-7.3 at the address 2243 Dryden Road. The owner of the parcel is Evan J. and Brenda T. Carpenter and the applicant is Delaware River Solar, LLC, and

B. The proposed project, which requires Special Use Permits and site plan approvals from the Town Board of the Town of Dryden and subdivision approval from the Town Planning Department, is a Type 1 action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), 6 NYCRR Part 617, and

C. A Full Environmental Assessment Form, Part 1 was submitted by the applicant, along with application materials, and

D. The Town Planning Department, on behalf of the Town Board, distributed a Lead Agency concurrence letter to potential involved and interested agencies on August 18, 2017, and received no objections to the Town of Dryden Town Board serving as Lead Agency on this matter, and

E. The Town Board has reviewed the Full Environmental Assessment Form Part 1, revised and dated 1-26-18, prepared by the applicant, and Parts 2 and 3, prepared by town’s consultant TG Miller and Planning staff, and

F. A public hearing having been held on February 15, 2018 at which all persons wishing to speak on this project were given an opportunity to do so.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town of Dryden Town Board hereby establishes itself as lead agency to coordinate the environmental review of the proposed actions, as described above, and

2. The Town Board of the Town of Dryden, based upon (i) its thorough review of the EAF, Part 1 and 2, and any and all other documents prepared and submitted with respect to this proposed action and future construction activities, and its environmental review, (ii) its thorough review of the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR §617.7(c), and (iii) its review of the EAF, Part 3, including the reasons noted thereon (which reasons are incorporated herein as if set forth at length), hereby makes a negative determination of environmental significance (“Negative Declaration”) in accordance with SEQR for the above referenced proposed action, and determines that an Environmental Impact Statement will not be required, and

3. The Responsible Officer of the Town Board of the Town of Dryden is hereby authorized and directed to complete and sign as required the determination of significance, confirming the
foregoing Negative Declaration, which fully completed and signed EAF and determination of significance shall be incorporated by reference in this Resolution.

Cl Lamb

Roll Call Vote

Cl Lavine	Yes
Cl Green	Yes
Cl Servoss	Yes
Cl Lamb	Yes
Supv Leifer	Yes

DRAFT RESOLUTION #57 (2018) - Approving Site Plans and Granting Special Use Permits for Two Large-Scale Solar Energy Systems at 2243 Dryden Road

Supv Leifer offered the following resolution and asked for its adoption:

WHEREAS,
A. Delaware River Solar LLC has applied for two Special Use Permits (SUPs) to construct two large-scale solar energy systems at 2243 Dryden Road in Dryden, New York, Tax Parcel #47.-1-7.3 to be subdivided into three lots, and
B. The proposal is to construct one 2 MWac and one 1.3 MWac solar photovoltaic arrays for generation of energy under the community distributed generation program, and
C. An application, site plan drawings, wetland findings letter, viewsed study, glare assessment report, storm water pollution prevention plan (SWPPP), and other materials have been submitted and some were subsequently revised, with the original application in October 2017 and revisions provided in November and December 2017 and January 2018, and
D. The Town Planning Department considers the application complete and in conformance with the requirements of Town Zoning Law §501, §600, §1103, §1201 and §1312, and
E. Public hearings were held on February 15 and March 15, 2018, with public comments registered in the meeting minutes and considered by this board, and
F. The Tompkins County Planning Department has reviewed (letter dated 1/17/18) these projects as required by NYS Municipal Law §239 –l, -m, and –n and has determined that they have no negative inter-community, or county-wide impacts, and
G. The SWPPP has been reviewed by the Town Engineer and found to be substantially in compliance, with any final issues to be addressed prior to issuance of a building permit, and
H. Pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations at 6 NYCRR Part 617, the granting of approvals for the proposed solar energy systems are a Type I Action for which the Town Board of the Town of Dryden, acting as lead agency in an environmental review with respect to these systems, has, on March 15, 2018, made a negative determination of environmental significance, after having reviewed and accepted as adequate the Full Environmental Assessment Form Parts 1, 2 and 3, and
I. The Town Planning Board reviewed the application per Town Zoning Law §1312 and made recommendations concerning the site plans, and
J. The Town Board has reviewed this application relative to the considerations and standards found in Town Zoning Law §1104 and §1312 for site plan review and §1202 and §1312 for Special Use Permit;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board, finding that the applicant is in compliance with the provisions of the Town Zoning Law and other applicable ordinances, approves the site plans for the two
projects at 2243 Dryden Road dated January 2018, conditioned on submission to the Planning Department of the following items prior to issuance of building permits:

a) specifications for the solar panels and inverters to ensure compliance with current UL standards,
b) complete decommissioning agreement for the approved arrays on the two sites, subject to the approval of the Town Planning Director and Attorney for the Town, with the triggering mechanism in Paragraph 2 changed from “twelve (12) consecutive months” to “six (6) consecutive months” to conform with Zoning Law §1312 J.1.,
c) addition of a note to the site plans to require a Knox-box or similar system for emergency gate access to the sites,
d) addition of a note to the site plan to place a less than 32 square foot sign at the driveway entrance on Ferguson Road with identifying information, 24 hour contact information and street address for the solar facility, and

2. The Town Board hereby finds that the considerations for approval of the requested Special Use Permit listed in §1202 and §1312 of the Town of Dryden Zoning Law have been met or will be met with the conditions noted, specifically that:

a. The proposed use is compatible with the other permitted uses in the district and the purposes of the district set forth in the Zoning Law since population density will remain low with no increase in noise, traffic, odor or lighting (after construction); and for the reasons stated in the narrative for the Full Environmental Assessment Form Part 3 (FEAF P3) Attachment A, including but not limited to Sections 9, 17 and 18;
b. The proposed use is compatible with adjoining properties and with the natural and manmade environment due to the extensive vegetative and topographic screening; the panels will not exceed 10 feet in height; there is no increase in noise, traffic, odor or lighting; and for the reasons stated in the FEAF P3 Attachment A, including but not limited to Sections 9, 17 and 18;
c. Parking, vehicular circulation, and infrastructure for the proposed use, and accessibility for fire, police, and emergency vehicles are adequate, when the conditions in this resolution are met;
d. The overall impact on the sites and their surroundings considering the environmental, social and economic impacts of traffic, noise, dust, odors, release of harmful substances, solid waste disposal, glare, or any other nuisances has been considered and found to be negligible, based on the information and reasons in the Full Environmental Assessment Form. While not expected, in the event that glare is experienced within any residence adjacent to these projects, the applicant shall install additional vegetative screening of the species and height needed at appropriate line-of-sight locations to intercept the glare, with such screening subject to approval of the Town Director of Planning;
e. Given the proximity to nearby residences the hours of operation during construction are limited to 7 am to 6 pm on weekdays only unless specific work is approved in writing by the Town Code Enforcement Officer such as work by public utility companies or work done to avoid impacting roadway traffic. With this additional restriction, the design of structures or operation of the use necessary either to ensure compatibility with the surrounding uses or to protect the natural or scenic resources of the Town as described in the FEAF P3, Attachment A have been incorporated into the site plans;
f. The projects comply with the requirements for site plan review and conform to the Town’s Commercial Design Guidelines to the extent applicable. Guidelines for sidewalks are waived since there are no existing nor anticipated sidewalks in this commercial corridor to which to connect;
g. The projects comply with the location criteria set forth in Zoning Law §1312 F.2.a., b and c. To further protect the farmland soil a condition is placed on these projects that trenching for underground cables or conduits shall follow a procedure where topsoil is preserved by stockpiling it separately and returning it to the trench as the top layer;
h. Per Zoning Law §1312 F.3, the solar energy systems:

i. Conform with all federal and state laws and all applicable rules and regulations promulgated by any federal or state agencies having jurisdiction. The NYS Department of Environmental Conservation and NYS Department of Parks, Recreation, and Historic Preservation have written letters concerning their jurisdiction and all conditions have been met,

ii. Are designed and will be constructed in a manner which minimizes visual impact to the extent practical, as described in FEAF P3 Attachment A, Section 9,

iii. Comply with all other requirements of the Town of Dryden Zoning Law, provided the conditions in section 4 below regarding subdivision and common driveway are met, and comply with applicable Commercial Design Guidelines, except guidelines for sidewalks are waived for the reasons stated in section 2.f above,

iv. Conform with all adopted plans of the Town of Dryden, including the Town’s Comprehensive Plan, which allows large-scale solar energy systems within the zoning district that applies to the sites,

v. Comply with a fifty-foot (50) front yard, rear yard, and side yard setback, and a 10 foot internal yard setback between the two solar facilities,

vi. Do not exceed twenty (20) feet in height, as the upper edges of the panels are less than 10 feet above grade,

vii. Have solar collector surface areas (as measured in the horizontal plane) that, when combined with the coverage of other structures on the relevant lot, do not exceed twice the maximum lot coverage as permitted in the underlying zoning district, as lots in the Rural Agricultural District have less than 50% lot coverage (50% is twice the underlying district’s 25% limit),

i. Per the Special Use Permit Standards in Zoning Law §1312 F.5:

i. The solar energy systems will have the least visual effect practical on the environment, for the reasons described in FEAF P3 Attachment A, Section 9,

ii. Glare produced by the solar arrays will not impair or make unsafe the use of contiguous structures, any vehicles on or off the road, any airplanes, or uses by other possible impacted entities, as described in FEAF P3 Attachment A, Section 9; section 2.d above imposes a condition requiring additional screening in the event glare is experienced within a residence adjacent to the projects,

iii. Exterior lighting shall have the least visual effect practical on the contiguous properties, because permanent exterior lighting will not be installed,

iv. Equipment and vehicles not used in direct support, renovations, additions or repair of the solar energy systems shall not be stored or parked on the facility sites,

v. The solar energy systems will be enclosed by 8-foot high agricultural fencing to prevent unauthorized access, with warning signs with the owner’s name and emergency contact information placed on access points and perimeters. To avoid adverse aesthetic impacts, systems shall be screened as described in the site plan materials and FEAF P3 Attachment A, Section 9,

vi. Lighting will not project off the sites, because no permanent lighting will be installed,

vii. A locked gate located off the public right-of-way will be installed to prevent entry by unauthorized vehicles,

vii. The solar energy systems are required to be built, operated and maintained to acceptable industry standards, including those of the Institute of Electric and Electronic Engineers (IEEE) and the American National Standards Institute (ANSI).

3. The Town Board, finding that the applicant is in compliance with all other provisions of the Town Zoning Law and other applicable ordinances, approves two Special Use Permits for the proposed large-scale solar energy systems to be constructed at 2243 Dryden Road, subject to the conditions and requirements in this resolution, and further subject to the Town of Dryden Standard Conditions of Approval as amended August 14, 2008.
4. The site plans and Special Use Permits approvals are further conditioned on the following:

   a. Receipt of approval by the Planning Department of the subdivision of Tax Parcel # 47.1-7.3 into three lots, and

   b. Receipt of approval of the common driveway application for access to the two solar facilities.

**2nd Cl Green**

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AGENCY PROJECT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _________________, 2018, by and between the Tompkins County Industrial Development Agency, a public benefit corporation of the State of New York, having its offices at 401 East State Street, Suite 402B, Ithaca, New York 14850 (the “Agency”) and NY Dryden I, LLC, a limited liability company duly formed and validly existing pursuant to the laws of the State of New York, with a business address of 33 Irving Place, Suite 1090, New York, New York 10003 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Section 895 of the General Municipal Law of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York, and is authorized and empowered to provide financial assistance to “Projects” (as defined in the Act), to acquire facilities or properties, and to lease same to the Company upon such terms and conditions as the Agency may deem advisable, for the purpose of promoting industry and developing trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State; and

WHEREAS, the Company desires to acquire, construct and equip upon approximately 15.52 acres of land leased by the Company and located on Dryden Road in the Town of Dryden, Tompkins County, New York (currently designated as a portion of tax parcel number 47.-1-7.3 a 2-megawatt community solar array (known as Dryden I) to be used to generate electricity that will allow residential and commercial subscribers to receive renewable energy that will offset traditional power sources for the equivalent of 400-450 homes and small businesses (hereinafter called the “Project”); and

WHEREAS, the Agency has determined that the provision of financial assistance for the Project Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities of the Company located within the State; and the Agency has found that, based on the Company’s application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

WHEREAS, by Resolution dated June 14, 2018 (the “Resolution”), the Agency authorized the Company to act as its agent for the purposes of acquiring, constructing and equipping the Project as set forth above, subject to the Company entering into this Agency Project Agreement; and

WHEREAS, the Agency approved the following financial assistance to the Company, as set forth in the Resolution: a sales tax exemption not to exceed $260,679.76 on up to $3,258,497.00 of purchases and rentals related to the acquisition, construction and equipping of the project that would otherwise be subject to New York State and local sales and use tax; a twenty-year schedule of partial real property tax abatements through the Payment-in-Lieu-of-Tax Agreement (“PILOT Agreement”); and a partial mortgage tax exemption for up to of $3,049,878.00 of financing related to the project; and
WHEREAS, the Agency purpose to be achieved by providing the financial assistance to the Company is as follows, as set forth in the Resolution: to induce the Company to develop the Project, thereby furthering the purposes of the Agency as set forth in the Act;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Scope of Agency.** The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition, construction and equipping of the Project. The right of the Company to act as agent of the Agency shall expire on **June 30, 2020**, unless extended as contemplated by the Resolution.

2. **Representations and Covenants of the Agency.** Based upon the statements, representations and undertakings of the Company regarding the Project Facility and subject to the conditions set forth herein, the Agency agrees as follows:

   a. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) the acquisition, construction and equipping of the Project Facility, and (ii) the subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

   b. The Agency will enter into an agreement to lease the Project Facility to the Company (the “Leaseback Agreement”). The Company shall be entitled to terminate the Leaseback Agreement pursuant to the terms as shall be prescribed in the Leaseback Agreement subject to conditions, if any, agreed upon by the Agency and the Company. The Leaseback Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company and, to the extent it may be applicable, the mortgage holder.

   c. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. **Representations and Covenants of the Company.** Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

   a. The Company is a limited liability company duly formed and validly existing under the laws of the State of New York, has the authority to enter into this Agreement, and has duly authorized the execution and delivery of this Agreement.

   b. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which
c. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, an in which an adverse result would in any way diminish or adversely impact on the Company’s ability to fulfill its obligations under this Agreement.

d. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) acquire, construct and equip the Project Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the Project Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf. The Company agrees not to take title to any property as agent for the Agency until the Leaseback Agreement and PILOT Agreement have been executed and delivered.

e. The Company covenants and agrees to pay all fees, costs, and expenses incurred by the Agency for (a) legal services, including but not limited to those provided by the Agency’s general counsel and bond/transaction counsel; (b) other consultants retained by the Agency, if any, in connection with the Project; and (c) with respect to the Agency’s enforcement of any event of default or failure to comply with the terms of this Agreement (including reasonable attorney’s fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project, notwithstanding the occurrence of any of (i) the Company’s withdrawal, abandonment, cancellation, or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company’s failure, for whatever reason, to undertake and/or successfully complete the Project.

f. The Company agrees to execute with the Agency the PILOT Agreement in accordance with the request of the Company submitted to the Agency and agreed to by the Agency in the Resolution.

g. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the acquisition, construction and equipping of the Project Facility (including any necessary contracts for the leasing of real property necessary or useful in said Project Facility), and, on the terms and conditions set forth in a certain lease agreement between the Company and the Agency, entered into concurrently herewith (the “Lease Agreement”) and the Leaseback Agreement, it will lease the Project Facility to the Agency.

h. Contemporaneously with the lease of the Project Facility to the Agency, the Company will enter into the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in section 2.b. above and such other financing agreements, indentures, guaranties, and related agreements as shall be necessary or appropriate so that the Company will be obligated to pay to or for the account of the Agency sums sufficient to pay
i. The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics’ or other liens against the Project Facility for labor or materials furnished in connection with the acquisition, construction and equipping of the Project Facility. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against any costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition, construction and equipping of the Project Facility or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this Agreement or otherwise. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified, or actions of the persons to be indemnified that are outside of the scope of their duties on behalf of the Agency.

j. The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Project Facility, including the failure to comply with the provisions of section 3.f. above, or arising, directly or indirectly, out of the ownership, construction, acquisition, operation, maintenance, repair or financing of the Project Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

k. The defense and indemnities provided for in this section 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them together the Agency’s “affiliates”, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

l. The Company agrees that, as agent for the Agency or otherwise, it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatsoever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the Project Facility, the acquisition, construction and equipping thereof, and the operation and
maintenance of the Project Facility. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions. The Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this section 3.j.

m. The Company covenants that the Project will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist at the Project except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances at the Project or onto any other property, (iii) that no asbestos will be incorporated into or disposed of at the Project; (iv) that no underground storage tanks will be located at the Project, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company, upon receiving any information or notice contrary to the representations contained in this section, shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents, representatives, successors and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorney’s fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Project, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent.

n. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute), it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

o. The Company agrees that, as agent for the Agency and for all other purposes, it shall annually file statements with the New York State Department of Taxation and Finance, on forms and in such manners as prescribed by the Commissioner of Taxation and Finance, as to the value of all sales and use exemptions claimed by the Company or its agents, including, but not limited to, operators of the Project Facility and consultants or subcontractors of the Company, under the authority granted pursuant to Section 874(8) of the General Municipal Law. The penalty for failure to file such statement shall include, without limitation, removal by the Agency of the Company’s authority to act as an agent of the Agency.

p. The Company agrees to cooperate with the Agency to (1) ensure compliance with section 858-b of the General Municipal Law and (2) prepare reports required to be prepared by the Agency pursuant to section 859 of the General Municipal Law.
q. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

r. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

s. The Agency encourages the Company to use an open bidding process for construction contracts; to give opportunities for employment in the construction of the Project to persons residing in Tompkins County, New York; and to award contracts for work in connection with the Project to eligible business concerns which are located in, or owned in substantial part by persons residing in, Tompkins County, New York.

t. The Company commits to the following investment amount: **$4,832,943.00**

u. The Company states that the current number of jobs it provides is **0** and projects that the Project will result in the creation of the following number of jobs: **0**.

v. The Company makes the following commitment regarding the use of local labor: **comply with the Agency’s Local Labor Utilization Policy.**

w. The Company shall provide a certified statement and documentation annually, containing the following information, and such other information required by the Agency:

i. The number of full time equivalent (“FTE”) jobs retained and/or created as a result of the financial assistance, by category, including FTE independent contractors or employees of independent contractors that work at the project location;

ii. That the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that were provided in the application are still accurate, and if it is not still accurate, a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and/or jobs created.

x. In accordance with Section 875(3) of the New York General Municipal Law, the Company covenants and agrees that, if it receives New York State and local sales and use tax exemption benefits (“sales and use tax exemption benefits”) from the Agency, and it is determined that: (i) the Company is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Company will (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such

*IDA \ DE River Solar-Dryden I project.agr - Page 6 -*
amounts to the Agency that the Agency demands in connection therewith. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine New York State and local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

y. The Company further covenants and agrees that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in amount up to $3,258,497.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed $260,679.76.

z. The Company will receive an abatement of a portion of the mortgage recording tax, in the amount of one-quarter of one percent of the total amount of the mortgage (for example, if the Company borrows $45,000,000.00, the amount of the mortgage tax that will be abated is $112,500.00). The Company will make a payment at closing in lieu of the remaining portion of the mortgage recording tax, in the amount of three-quarters of one percent of the total amount of the mortgage.

4. Payments in Lieu of Taxes (“PILOT” payments): The parties are contemplating that the Agency and the Company will enter into a payment-in-lieu-of-tax agreement (the “PILOT Agreement”). The Company will make PILOT payments as set forth in the PILOT Agreement. The estimated dates when PILOT payments are to be made and the estimated amounts to be paid to each affected taxing jurisdiction, or a formula by which the amounts will be calculated, are as follows: see Exhibit A attached hereto.

5. Suspension or discontinuance of financial assistance; return of all or part of financial assistance: The Company shall be subject to discontinuance of financial assistance and the return of all or part of the financial assistance provided by the Agency as set forth in the Agency Recapture Policy incorporated herein by reference.

6. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, officers, members, employees, agents (except the Company), representatives, successors and assigns harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency’s financing, rehabilitating, renovation, equipping, owning and leasing of the Project, including without limitation the generality of the foregoing, all causes of action and reasonable attorney’s fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.
7. **Insurance Required.** Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

a. Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirements of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

b. Worker’s Compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

c. Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence on account of personal injury, including death resulting therefrom, and $1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable worker’s compensation law; and a blanket excess liability policy in the amount not less than $3,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

8. **Additional Provisions Regarding Insurance.**

a. All insurance required by section 7.a. hereof shall name the Agency as a named insured and all other insurance required by section 7 shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interests may appear, and (ii) at least thirty (30) days’ prior written notice of the cancellation thereof to the Company and the Agency.

b. All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency prior to the commencement of the Project. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.
9. **Errors and Omissions; Compliance.** In consideration for the assistance provided to the Company by the Agency, the Company agrees, if requested by Agency, to fully cooperate and execute and/or re-execute any document that should have been signed at or before the closing of the transaction described in this Agreement, or a corrected or modified version of any such documents, where the document was inadvertently not executed at or before the closing, or the version executed at or before the closing contained any typographical, clerical or mathematical error, or erroneously contained or omitted any provision that does not conform with the statutory authority and established policies of the Agency.

10. **General Provisions.**

   a. This Agreement shall take effect as of the date of execution hereof by the Agency and the Company and shall remain in effect until the Lease Agreement and Leaseback Agreement become effective. It is the intent of the Agency and the Company that this Agreement be superseded in its entirety by the Lease Agreement and Leaseback Agreement, except for the indemnities contained herein, which shall survive.

   b. It is understood and agreed by the Agency and the Company that the execution of the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the Company, (iii) approval by the members of the Agency, (iv) determination of the environmental impact of the Project Facility by the Agency and compliance with the State Environmental Quality Review Act, (v) agreement between the Agency, the Company, and any mortgagee or other financial institution or agency involved with the financing of the construction of the Project Facility of mutually acceptable terms and conditions for the Leaseback Agreement and other documentation required in this transaction, (vi) the condition that there is no change in New York State Law which prohibits or limits the Agency from fulfilling its obligations and commitment as herein set forth, and (vii) payment by the Company of the Agency’s fee and expenses.

   c. If for any reason the Leaseback Agreement is not executed and delivered on or before **June 30, 2020**, the provisions of this Agreement (other than the provisions of sections 3.j., 3.n., 3.p., 3.q., and 3.r. above, which shall survive) shall, unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

      i. The Company shall pay the Agency for all expenses which were authorized by the Company and incurred by the Agency in connection with the acquisition, construction and equipping of the Project Facility;

      ii. The Company shall assume and be responsible for any contracts for construction or purchase of the equipment entered into by the Agency at the request of or as agent of the Company in connection with the Project Facility; and

      iii. The Company will pay the direct out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the reasonable fees of counsel for the Agency for legal services relating to the Project Facility and the proposed construction thereof.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which together shall constitute a single instrument.

12. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency:  Tompkins County Industrial Development Agency  
401 East State Street, Suite 402B  
Ithaca, New York 14850  

With a copy to:  Mariette Geldenhuys, Attorney and Mediator  
401 East State Street, Suite 306  
Ithaca, New York 14850  

To the Company:  NY Dryden I, LLC  
33 Irving Place, Suite 1090  
New York, New York 10003  

With a copy to:  __________________  
_________________  
_________________  
or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this section.

13. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein, and the parties hereby agree to submit to the personal jurisdiction of the federal or state courts located in Tompkins County, New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Tompkins County Industrial Development Agency  
NY Dryden I, LLC  

By: _____________________________  By: ___________________________  
Name: Heather D. McDaniel  
Title: Administrative Director  
Name:  
Title:
CERTIFICATION

_______________, the/a ________________ of NY Dryden I, LLC hereby certifies under penalty of perjury that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

NY Dryden I, LLC

Date:______________
By: ________________________________
Name: ________________________________
Title: ________________________________

IDA \ DE River Solar-Dryden I project.agr - Page 11 -
EXHIBIT A

Payment-in-Lieu-of-Tax ("PILOT") Agreement standard abatement schedule
(not subject to meeting environmental requirements)

As long as the Land and improvements thereon are leased to the Agency and, therefore, exempt from general real property taxation, the Company agrees to pay annually to such Taxing Jurisdictions, i.e., the Town of Dryden, the County of Tompkins, and the Dryden Central School District (or cause any mortgagee to release any escrow for payments hereunder annually to such Taxing Jurisdiction), as a payment in lieu of general real property taxes respecting such premises:

(i) an amount equal to 100% of the real property taxes which would be due for said premises but for record ownership by the Agency (but without reference to, or utilization of, Section 485-b of the Real Property Tax Law of the State of New York), based on a current assessment of such improvements, commencing the first tax status date following the date of execution of the PILOT Agreement; and

(ii) with respect to the portion of the assessed value of said premises attributable to the construction of the Project thereon, the following percentages of the general real property taxes which would be due in respect of the improvements to the premises (i.e., the assessed value of the improvements to the premises) but for its record ownership by the Agency (but without any reference to, or utilization of, Section 485-b of the Real Property Tax law of the State of New York), based on a then-current assessment of such improvements:

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<tr>
<th>YEAR OF EXEMPTION*</th>
<th>PAYMENT MADE</th>
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<tr>
<td>1  2019-20 School; 2020 Town &amp; County</td>
<td>$9,600</td>
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<tr>
<td>2  2020-21 School; 2021 Town &amp; County</td>
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<tr>
<td>3  2021-22 School; 2022 Town &amp; County</td>
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<tr>
<td>4  2022-23 School; 2023 Town &amp; County</td>
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<tr>
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</tr>
<tr>
<td>20 2038-39 School; 2039 Town &amp; County</td>
<td>$13,985</td>
</tr>
<tr>
<td>21 Thereafter</td>
<td>no abatement, full taxes paid</td>
</tr>
</tbody>
</table>

*assumes execution of this PILOT Agreement after March 1, 2018 but prior to March 1, 2019
(it being understood and agreed that until year 1 of exemption, the Company shall be obligated to pay or cause to be paid annually to the Taxing Jurisdictions normal real property taxes on the full assessed value of the total land portion and then-existing improvements on the conveyed premises).
AGENCY PROJECT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _________________, 2018, by and between the Tompkins County Industrial Development Agency, a public benefit corporation of the State of New York, having its offices at 401 East State Street, Suite 402B, Ithaca, New York 14850 (the “Agency”) and NY Dryden II, LLC, a limited liability company duly formed and validly existing pursuant to the laws of the State of New York, with a business address of 33 Irving Place, Suite 1090, New York, New York 10003 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Section 895 of the General Municipal Law of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York, and is authorized and empowered to provide financial assistance to “Projects” (as defined in the Act), to acquire facilities or properties, and to lease same to the Company upon such terms and conditions as the Agency may deem advisable, for the purpose of promoting industry and developing trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State; and

WHEREAS, the Company desires to acquire, construct and equip upon approximately 14.76 acres of land leased by the Company and located on Dryden Road in the Town of Dryden, Tompkins County, New York (currently designated as a portion of tax parcel number 47.-1-7.3 a 1.3-megawatt community solar array (known as Dryden II) to be used to generate electricity that will allow residential and commercial subscribers to receive renewable energy that will offset traditional power sources for the equivalent of 250-300 homes and small businesses (hereinafter called the “Project”); and

WHEREAS, the Agency has determined that the provision of financial assistance for the Project Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities of the Company located within the State; and the Agency has found that, based on the Company’s application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

WHEREAS, by Resolution dated June 14, 2018 (the “Resolution”), the Agency authorized the Company to act as its agent for the purposes of acquiring, constructing and equipping the Project as set forth above, subject to the Company entering into this Agency Project Agreement; and

WHEREAS, the Agency approved the following financial assistance to the Company, as set forth in the Resolution: a sales tax exemption not to exceed $164,215.00 on up to $2,052,690.00 of purchases and rentals related to the acquisition, construction and equipping of the project that would otherwise be subject to New York State and local sales and use tax; a twenty-year schedule of partial real property tax abatements through the Payment-in-Lieu-of-Tax Agreement ("PILOT Agreement"); and a partial mortgage tax exemption for up to of $1,994,077.00 of financing related to the project; and
WHEREAS, the Agency purpose to be achieved by providing the financial assistance to the Company is as follows, as set forth in the Resolution: to induce the Company to develop the Project, thereby furthering the purposes of the Agency as set forth in the Act;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Scope of Agency. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition, construction and equipping of the Project. The right of the Company to act as agent of the Agency shall expire on *June 30, 2020*, unless extended as contemplated by the Resolution.

2. Representations and Covenants of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Project Facility and subject to the conditions set forth herein, the Agency agrees as follows:

   a. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) the acquisition, construction and equipping of the Project Facility, and (ii) the subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

   b. The Agency will enter into an agreement to lease the Project Facility to the Company (the “Leaseback Agreement”). The Company shall be entitled to terminate the Leaseback Agreement pursuant to the terms as shall be prescribed in the Leaseback Agreement subject to conditions, if any, agreed upon by the Agency and the Company. The Leaseback Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company and, to the extent it may be applicable, the mortgage holder.

   c. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Representations and Covenants of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

   a. The Company is a limited liability company duly formed and validly existing under the laws of the State of New York, has the authority to enter into this Agreement, and has duly authorized the execution and delivery of this Agreement.

   b. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which
it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

c. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, an in which an adverse result would in any way diminish or adversely impact on the Company’s ability to fulfill its obligations under this Agreement.

d. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) acquire, construct and equip the Project Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the Project Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf. The Company agrees not to take title to any property as agent for the Agency until the Leaseback Agreement and PILOT Agreement have been executed and delivered.

e. The Company covenants and agrees to pay all fees, costs, and expenses incurred by the Agency for (a) legal services, including but not limited to those provided by the Agency’s general counsel and bond/transaction counsel; (b) other consultants retained by the Agency, if any, in connection with the Project; and (c) with respect to the Agency’s enforcement of any event of default or failure to comply with the terms of this Agreement (including reasonable attorney’s fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project, notwithstanding the occurrence of any of (i) the Company’s withdrawal, abandonment, cancellation, or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company’s failure, for whatever reason, to undertake and/or successfully complete the Project.

f. The Company agrees to execute with the Agency the PILOT Agreement in accordance with the request of the Company submitted to the Agency and agreed to by the Agency in the Resolution.

g. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the acquisition, construction and equipping of the Project Facility (including any necessary contracts for the leasing of real property necessary or useful in said Project Facility), and, on the terms and conditions set forth in a certain lease agreement between the Company and the Agency, entered into concurrently herewith (the “Lease Agreement”) and the Leaseback Agreement, it will lease the Project Facility to the Agency.

h. Contemporaneously with the lease of the Project Facility to the Agency, the Company will enter into the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in section 2.b. above and such other financing agreements, indentures, guaranties, and related agreements as shall be necessary or appropriate so that the Company will be obligated to pay to or for the account of the Agency sums sufficient to pay
i. The Company shall not permit to stand, and will, at its own expense, take all steps reasonably
necessary to remove (or bond the same if acceptable to the Agency and its counsel), any
mechanics’ or other liens against the Project Facility for labor or materials furnished in
connection with the acquisition, construction and equipping of the Project Facility. The
Company shall forever defend, indemnify and hold the Agency, its members, officers,
employees and agents, and anyone for whose acts or omissions the Agency or any of them
may be liable, harmless from and against any costs, losses, expenses, claims, damages and
liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor,
services, materials and supplies, including equipment, ordered or used in connection with the
acquisition, construction and equipping of the Project Facility or arising out of any contract
or other arrangement therefor (and including any expenses incurred by the Agency in
defending any claims, suits or actions which may arise as a result of any of the foregoing),
whether such claims or liabilities arise as a result of the Company acting as agent for the
Agency pursuant to this Agreement or otherwise. The foregoing indemnities shall apply
notwithstanding the fault or negligence on the part of the Agency, or any of its respective
members, directors, officers, agents or employees and irrespective of the breach of a statutory
obligation or the application of any rule of comparative or apportioned liability, except that
such indemnities will not be applicable with respect to willful misconduct or gross negligence
on the part of the Agency or any other person or entity to be indemnified, or actions of the
persons to be indemnified that are outside of the scope of their duties on behalf of the Agency.

j. The Company shall forever defend, indemnify and hold harmless the Agency, its members,
officers, employees and agents, and anyone for whose acts or omissions the Agency or any
of them may be liable, from and against all claims, causes of action, liabilities and expenses
howsoever arising for loss or damage to property or any injury to or death of any person
(including, without limitation, death of or injury to any employee of the Company) that may
occur subsequent to the date hereof by any cause whatsoever in relation to the Project Facility,
including the failure to comply with the provisions of section 3.f. above, or arising, directly
or indirectly, out of the ownership, construction, acquisition, operation, maintenance, repair
or financing of the Project Facility, and including, without limitation, any expenses incurred
by the Agency in defending any claims, suits or actions which may arise as a result of the
foregoing.

k. The defense and indemnities provided for in this section 3 shall apply whether or not the
claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in
part, by the activities, acts, fault or negligence of the Agency, its members, officers,
employees and agents, anyone under the direction and control of any of them together the
Agency’s “affiliates”, or anyone for whose acts or omissions the Agency or any of them may
be liable, and whether or not based upon the breach of a statutory duty or obligation or any
theory or rule of comparative or apportioned liability, subject only to any specific prohibition
relating to the scope of indemnities imposed by statutory law.

l. The Company agrees that, as agent for the Agency or otherwise, it will comply with all the
requirements of all federal, state and local laws, rules and regulations of whatsoever kind and
howsoever denominated applicable to the Agency and/or the Company with respect to the
Project Facility, the acquisition, construction and equipping thereof, and the operation and
maintenance of the Project Facility. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions. The Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this section 3.j.

m. The Company covenants that the Project will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist at the Project except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances at the Project or onto any other property, (iii) that no asbestos will be incorporated into or disposed of at the Project; (iv) that no underground storage tanks will be located at the Project, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company, upon receiving any information or notice contrary to the representations contained in this section, shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents, representatives, successors and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorney’s fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Project, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent.

n. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute), it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

o. The Company agrees that, as agent for the Agency and for all other purposes, it shall annually file statements with the New York State Department of Taxation and Finance, on forms and in such manners as prescribed by the Commissioner of Taxation and Finance, as to the value of all sales and use exemptions claimed by the Company or its agents, including, but not limited to, operators of the Project Facility and consultants or subcontractors of the Company, under the authority granted pursuant to Section 874(8) of the General Municipal Law. The penalty for failure to file such statement shall include, without limitation, removal by the Agency of the Company’s authority to act as an agent of the Agency.

p. The Company agrees to cooperate with the Agency to (1) ensure compliance with section 858-b of the General Municipal Law and (2) prepare reports required to be prepared by the Agency pursuant to section 859 of the General Municipal Law.
q. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

r. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

s. The Agency encourages the Company to use an open bidding process for construction contracts; to give opportunities for employment in the construction of the Project to persons residing in Tompkins County, New York; and to award contracts for work in connection with the Project to eligible business concerns which are located in, or owned in substantial part by persons residing in, Tompkins County, New York.

t. The Company commits to the following investment amount: $3,082,144.00

u. The Company states that the current number of jobs it provides is 0 and projects that the Project will result in the creation of the following number of jobs: 0.

v. The Company makes the following commitment regarding the use of local labor: comply with the Agency’s Local Labor Utilization Policy.

w. The Company shall provide a certified statement and documentation annually, containing the following information, and such other information required by the Agency:

i. The number of full time equivalent (“FTE”) jobs retained and/or created as a result of the financial assistance, by category, including FTE independent contractors or employees of independent contractors that work at the project location;

ii. That the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that were provided in the application are still accurate, and if it is not still accurate, a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and/or jobs created.

x. In accordance with Section 875(3) of the New York General Municipal Law, the Company covenants and agrees that, if it receives New York State and local sales and use tax exemption benefits (“sales and use tax exemption benefits”) from the Agency, and it is determined that: (i) the Company is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Company will (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such
amounts to the Agency that the Agency demands in connection therewith. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine New York State and local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

y. The Company further covenants and agrees that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in amount up to $2,052,690.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed $164,215.00.

z. The Company will receive an abatement of a portion of the mortgage recording tax, in the amount of one-quarter of one percent of the total amount of the mortgage (for example, if the Company borrows $45,000,000.00, the amount of the mortgage tax that will be abated is $112,500.00). The Company will make a payment at closing in lieu of the remaining portion of the mortgage recording tax, in the amount of three-quarters of one percent of the total amount of the mortgage.

4. Payments in Lieu of Taxes (“PILOT” payments): The parties are contemplating that the Agency and the Company will enter into a payment-in-lieu-of-tax agreement (the “PILOT Agreement”). The Company will make PILOT payments as set forth in the PILOT Agreement. The estimated dates when PILOT payments are to be made and the estimated amounts to be paid to each affected taxing jurisdiction, or a formula by which the amounts will be calculated, are as follows: see Exhibit A attached hereto.

5. Suspension or discontinuance of financial assistance; return of all or part of financial assistance: The Company shall be subject to discontinuance of financial assistance and the return of all or part of the financial assistance provided by the Agency as set forth in the Agency Recapture Policy incorporated herein by reference.

6. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, officers, members, employees, agents (except the Company), representatives, successors and assigns harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency’s financing, rehabilitating, renovation, equipping, owning and leasing of the Project, including without limitation the generality of the foregoing, all causes of action and reasonable attorney’s fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.
7. **Insurance Required.** Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

a. Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirements of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

b. Worker’s Compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

c. Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence on account of personal injury, including death resulting therefrom, and $1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable worker’s compensation law; and a blanket excess liability policy in the amount not less than $3,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

8. **Additional Provisions Regarding Insurance.**

a. All insurance required by section 7.a. hereof shall name the Agency as a named insured and all other insurance required by section 7 shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interests may appear, and (ii) at least thirty (30) days’ prior written notice of the cancellation thereof to the Company and the Agency.

b. All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency prior to the commencement of the Project. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.
9. **Errors and Omissions; Compliance.** In consideration for the assistance provided to the Company by the Agency, the Company agrees, if requested by Agency, to fully cooperate and execute and/or re-execute any document that should have been signed at or before the closing of the transaction described in this Agreement, or a corrected or modified version of any such documents, where the document was inadvertently not executed at or before the closing, or the version executed at or before the closing contained any typographical, clerical or mathematical error, or erroneously contained or omitted any provision that does not conform with the statutory authority and established policies of the Agency.

10. **General Provisions.**

   a. This Agreement shall take effect as of the date of execution hereof by the Agency and the Company and shall remain in effect until the Lease Agreement and Leaseback Agreement become effective. It is the intent of the Agency and the Company that this Agreement be superseded in its entirety by the Lease Agreement and Leaseback Agreement, except for the indemnities contained herein, which shall survive.

   b. It is understood and agreed by the Agency and the Company that the execution of the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the Company, (iii) approval by the members of the Agency, (iv) determination of the environmental impact of the Project Facility by the Agency and compliance with the State Environmental Quality Review Act, (v) agreement between the Agency, the Company, and any mortgagee or other financial institution or agency involved with the financing of the construction of the Project Facility of mutually acceptable terms and conditions for the Leaseback Agreement and other documentation required in this transaction, (vi) the condition that there is no change in New York State Law which prohibits or limits the Agency from fulfilling its obligations and commitment as herein set forth, and (vii) payment by the Company of the Agency’s fee and expenses.

   c. If for any reason the Leaseback Agreement is not executed and delivered on or before **June 30, 2020**, the provisions of this Agreement (other than the provisions of sections 3.j., 3.n., 3.p., 3.q., and 3.r. above, which shall survive) shall, unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

      i. The Company shall pay the Agency for all expenses which were authorized by the Company and incurred by the Agency in connection with the acquisition, construction and equipping of the Project Facility;

      ii. The Company shall assume and be responsible for any contracts for construction or purchase of the equipment entered into by the Agency at the request of or as agent of the Company in connection with the Project Facility; and

      iii. The Company will pay the direct out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the reasonable fees of counsel for the Agency for legal services relating to the Project Facility and the proposed construction thereof.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which together shall constitute a single instrument.

12. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: Tompkins County Industrial Development Agency
401 East State Street, Suite 402B
Ithaca, New York 14850

With a copy to: Mariette Geldenhuys, Attorney and Mediator
401 East State Street, Suite 306
Ithaca, New York 14850

To the Company: NY Dryden III, LLC
33 Irving Place, Suite 1090
New York, New York 10003

With a copy to: __________________
__________________
__________________
or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this section.

13. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein, and the parties hereby agree to submit to the personal jurisdiction of the federal or state courts located in Tompkins County, New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Tompkins County Industrial Development Agency

NY Dryden II, LLC

By: _____________________________
Name: Heather D. McDaniel
Title: Administrative Director

By: _____________________________
Name: ____________________________
Title: _____________________________
CERTIFICATION

_________________, the/a ___________________ of NY Dryden II, LLC hereby certifies under penalty of perjury that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

NY Dryden II, LLC

Date:______________ By: ________________________________

Name: ________________________________

Title: ________________________________
EXHIBIT A

Payment-in-Lieu-of-Tax ("PILOT") Agreement

standard abatement schedule
(not subject to meeting environmental requirements)

As long as the Land and improvements thereon are leased to the Agency and, therefore, exempt from general real property taxation, the Company agrees to pay annually to such Taxing Jurisdictions, i.e., the Town of Dryden, the County of Tompkins, and the Dryden Central School District (or cause any mortgagee to release any escrow for payments hereunder annually to such Taxing Jurisdiction), as a payment in lieu of general real property taxes respecting such premises:

(i) an amount equal to 100% of the real property taxes which would be due for said premises but for record ownership by the Agency (but without reference to, or utilization of, Section 485-b of the Real Property Tax Law of the State of New York), based on a current assessment of such improvements, commencing the first tax status date following the date of execution of the PILOT Agreement; and

(ii) with respect to the portion of the assessed value of said premises attributable to the construction of the Project thereon, the following percentages of the general real property taxes which would be due in respect of the improvements to the premises (i.e., the assessed value of the improvements to the premises) but for its record ownership by the Agency (but without any reference to, or utilization of, Section 485-b of the Real Property Tax law of the State of New York), based on a then-current assessment of such improvements:

<table>
<thead>
<tr>
<th>YEAR OF EXEMPTION*</th>
<th>PAYMENT MADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  2019-20 School; 2020 Town &amp; County</td>
<td>$ 5,590</td>
</tr>
<tr>
<td>2  2020-21 School; 2021 Town &amp; County</td>
<td>$ 5,702</td>
</tr>
<tr>
<td>3  2021-22 School; 2022 Town &amp; County</td>
<td>$ 5,816</td>
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<tr>
<td>4  2022-23 School; 2023 Town &amp; County</td>
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<tr>
<td>5  2023-24 School; 2024 Town &amp; County</td>
<td>$ 6,051</td>
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<tr>
<td>6  2024-25 School; 2025 Town &amp; County</td>
<td>$ 6,172</td>
</tr>
<tr>
<td>7  2025-26 School; 2026 Town &amp; County</td>
<td>$ 6,295</td>
</tr>
<tr>
<td>8  2026-27 School; 2027 Town &amp; County</td>
<td>$ 6,421</td>
</tr>
<tr>
<td>9  2027-28 School; 2028 Town &amp; County</td>
<td>$ 6,550</td>
</tr>
<tr>
<td>10 2028-29 School; 2029 Town &amp; County</td>
<td>$ 6,681</td>
</tr>
<tr>
<td>11 2029-30 School; 2030 Town &amp; County</td>
<td>$ 6,814</td>
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<tr>
<td>12 2030-31 School; 2031 Town &amp; County</td>
<td>$ 6,950</td>
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<td>19 2037-38 School; 2038 Town &amp; County</td>
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<tr>
<td>20 2038-39 School; 2039 Town &amp; County</td>
<td>$ 8,144</td>
</tr>
<tr>
<td>21 Thereafter</td>
<td>no abatement, full taxes paid</td>
</tr>
</tbody>
</table>

*assumes execution of this PILOT Agreement after March 1, 2018 but prior to March 1, 2019
(it being understood and agreed that until year 1 of exemption, the Company shall be obligated to pay or cause to be paid annually to the Taxing Jurisdictions normal real property taxes on the full assessed value of the total land portion and then-existing improvements on the conveyed premises).
Organic Nature (GreenStar Cooperative Market) – Community Benefits Overview

June 14, 2018

Project Overview

GreenStar will consolidate its existing West End operations which currently span two blocks under one roof at 770 Cascadilla Street (the former Cornell Press building). The applicant, Organic Nature, LLC, will purchase the property, demolish one existing warehouse, construct 160 parking spaces, renovate the existing 30,000 square foot building, and add another approximately 5,000 square feet of space. The new store will comprise approximately 16,500 square feet of retail floor, an increase from the current West End store size of 5,600 square feet. The remaining area will include café seating for 60, storage, receiving, and commissary kitchen and events spaces. The new, approximately 5,000 square foot mezzanine will house administrative offices.

The applicant, Organic Nature, is a partnership between three entities that together bring experience in construction, housing/commercial rental management and project development. The Organic Nature team will own the property and lease the facility to GreenStar with an option to purchase in year 10.

The constraints of the current store location prevent GreenStar from reaching its true capacity and threaten the solvency of the entire business if they are not able to increase floor space in the near future. Several independent market studies have indicated GreenStar’s capacity could be much larger and GreenStar has searched for relocation opportunities for 15 years. GreenStar’s current West End store generates 77% of GreenStar’s annual revenue. Annual sales are large, however, after operating expenses, net income typically is less than one percent of sales (i.e. $22 million in sales, generates only $220,000 in revenue).

This project is located just outside/adjacent to the CIITAP boundary. The City of Ithaca has recommended that the project be considered under the CIITAP policy umbrella. The project qualifies as of right for the 7-year abatement schedule offered under CIITAP.

Cost-Benefit Analysis

- Extent to which project would create and/or retain private sector jobs – 40 new jobs with starting salaries at $13.50 per hour plus benefits.

- Estimated value of tax exemption

<table>
<thead>
<tr>
<th>Tax Type</th>
<th>Exemption Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$476,396</td>
</tr>
<tr>
<td>Mortgage Recording Tax</td>
<td>$21,648</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$127,183</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$625,227</strong></td>
</tr>
</tbody>
</table>

The total incentive package represents approximately 4.2% of project costs.
The sales tax and mortgage recording tax incentives would be delivered to both entities (Organic Nature and GreenStar) based on their respective qualified project related purchases and financing projections. The property tax incentive would be delivered to Organic Nature as the owner of the property and would directly benefit GreenStar as their lease structure requires that GreenStar pay property taxes directly.

- Estimate of private sector investment to be generated by the project – $14.7 million

- Likelihood of completing project in a timely manner – All project approvals have been received by the City of Ithaca. The development team has experience and capacity to deliver this project on time. GreenStar membership approved the relocation. The GreenStar lease at the existing location terminates in December of 2019, so they are motivated to keep this project on schedule to be completed by year-end 2019.

- Extent to which project would generate additional sources of revenue for local taxing jurisdictions – The project estimates adding $900,000 in assessment to the tax base. During the 7-year PILOT term, an estimated $130,246 will be paid in new property taxes.

- Other benefits that might result from the project:
  Community Revitalization – The City of Ithaca has targeted the waterfront zone for revitalization and new development. This project reuses a now vacant warehouse and starts to create a neighborhood hub for what is hoped to be a new, vibrant neighborhood.

  GreenStar’s operations contribute over $6 million to the purchase of goods within 100 miles of the City of Ithaca. The cooperative employees over 200 residents at a starting wage of $12.98 per hour, with a full benefits package for employees working over 20 hours per week. The average hourly wage at GreenStar exceeds $15 per hour.

- Retail Determination:

  New York State law only allows IDA’s to deliver incentives to projects where facilities are primarily used in making retail sales to customers if certain thresholds are met, one of which is the project is located in a “highly distressed” area.

  According to federal New Market Tax Credit (NMTC) data, census tract #08 (36109000800) was assigned a "severe distress" status and was targeted for NMTC investments. The parcel meets the following criteria for determining severe distress: high poverty rate (30% or more) and low median family income (below 60% of AMI). The NMTC data (2011-2015) list the following qualifying criteria: Percent of People in Poverty: 35.3%, Tract Income as % of AMI: 50.01%.

  Census Tract #08 has also been designated as a Qualified Opportunity Zone by the Treasury Department (5/18/18) based on NYS recommendation, designed to assist distressed census tract neighborhoods.
I. APPLICANT INFORMATION (company receiving benefit)

Name of Company/Applicant: Organic Nature LLC
Owner: Organic Nature LLC
Address: 330 East 14th Street
City: Elmira Heights State: NY Zip: 14903
Primary Contact (First, Last): Jason C Crane
Phone: (607)733-9664 Email: jcrane@edgerinc.com Fax: (607)733-3951

If a separate company will hold title to/own the property, please provide the name and contact information for that entity:

Name of (Holding) Company: N/A
Owner: 
Address: 
City: State: Zip: 
Primary Contact (First, Last): 
Phone: ( ) Email: Fax: ( )

Describe the terms and conditions of the lease between the applicant and the owner of the property: 10 year lease with buyout in year 10

Select the type of incentives being requested (select all that apply):

- Tax-Exempt Bonds
- Taxable Bonds
- Real Property Tax Exemption
  - Standard Tax Exemption (7-year)
  - Other (attach justification)
  - CIITAP: 7-year
  - CIITAP: 10-year (requires determination of financial need – see CIITAP for details)
- Sales Tax Exemption
- Mortgage Recording Tax Exemption
Applicant Attorney: Sayles & Evans
Address: 1 Church Street
City: Elmira State: NY Zip: 14901
Primary Contact (if different from above): Steve Agan
Phone: (607)734-2271 Email: sagan@saylesevan.com Fax: (607)734-1754

Applicant Accountant: Mengel Metzger Barr & Company Llp.
Address: 333 East Water Street #2
City: Elmira State: NY Zip: 14901
Primary Contact (if different from above): Matt Green
Phone: (607)734-4183 Email: mgreen@mmb-co.com Fax: (607)734-1754

Applicant Engineer/Architect (if known): Stream Collaborative
Address: 108 W. State Street
City: Ithaca State: NY Zip: 14850
Primary Contact (if different from above): Noah Damarest
Phone: (607)216-8802 Email: noah@streamcolab.com Fax: (607)216-8802

Applicant Contractor (if known): Edger Enterprises of Elmira, Inc.
Address: 330 East 14th Street
City: Elmira Heights State: NY Zip: 14903
Primary Contact (if different from above): Jodi Edger
Phone: (607)733-9664 Email: jodiedger@edgerinc.com Fax: (607)733-3951

II. BUSINESS HISTORY

Year company was founded: 2018 NAICS Code: na
Type of ownership (i.e. C-Corp, LLC): LLC

Describe in detail company background, products, customers, goods and services: Jodi Edger, Lincoln Morse and Nick Lambrough established this company to operate the lease with Greenstar. Jodi Edger owns Edger Enterprises of Elmira, Inc., Lincoln Morse owns Morse Construction and Nick Lambrough owns Lambrou Real Estate. They have combined there expertise of vertical ownership to facilitate the Rehabilatative construction of the Cascadilla Street property into the new Greenstar Grocery Store. Greenstar Co-op will consolidate its existing West End operations which currently span two blocks under one roof at 770 Cascadilla street. As noted above the new store will result from a renovation of the existing warehouse making it suitable for a retail grocery store. The retail square footage serving GreenStar’s business model will increase from 6,500 square feet to 16,500 square feet. Below is a brief description and background of Edger Enterprises of Elmira, Inc, Lambrough Real Estate and Lincoln
Morse’s experience in their respective industries and property development.

Edger Enterprises of Elmira, Inc. is a local contracting company located in Chemung County in Elmira Heights NY and has achieved great success in its business by utilizing and investing in local labor and businesses in Steuben, Chemung, Tompkins and surrounding Counties. The Edger’s have been committed to their local community for over 40 years and have heavily invested in their local labor forces during this time. During its peak employment times Edger directly employs over 100 local employees who live in Tompkins, Steuben and Chemung Counties. Currently Edger has 66 full time local employees. Additionally, Edger Enterprises is committed to using local subcontractors to perform any of Edger’s work that is subcontracted. Edger Enterprises is proud of the fact they have achieved great success with their investment and employment of local labor and contractors in our area and is committed to continue to use local labor forces to complete its work for the Greenstar project located in the City of Ithaca.

The company began as Edger Contracting in 1976 by Bob and Mary Edger as a small family-run business specializing in residential site work and concrete sidewalk projects. Fifteen years later, in 1994, Bob and Mary turned over Edger Contracting to their children, Jodi and Jessica Edger, and Edger Enterprises of Elmira Inc. was created. Today, Edger Enterprises is a full service General Contractor. Edger Enterprises is proud to offer reliable, quality services for all construction needs utilizing local labor. The Edger’s are committed to investing in their labor forces and working towards the revitalization of the community and area in which they have lived and earned great success. One example of many related to this commitment is an award-winning historic building renovation and development project they recently completed in the City of Corning. This project resulted in the successful renovation of the building where Corning Incorporated started, the Historic Hawkes Building on Market Street in Corning NY, into commercial space and apartments. Edger is proud of the fact that it was their local labor forces that completed this award-winning project.

The Edger’s continue to be committed to property development in our area. As a result they have created a new entity, City Harbor LLC and partnered with Lambrou Real Estate and Lincoln Morse to invest in and purchase Johnson’s Boatyard to facilitate a transformational Waterfront development and new store for Greenstar in the City of Ithaca. They believe this vertical integration in ownership is optimal for this project and provides for a combination of various expertise’s and resources in property development to provide for a cost effective successful project and development again utilizing their own labor forces to facilitate completing this work.

Lambrou real estate was established in Ithaca in the early 60’s by Gus Lambrou, a greek immigrant. His first holdings consisted of a grocery store and apartments on Eddy St, before adding a travel agency and student rentals company to the mix. Slowly the business transitioned to primarily student rentals, growing the company’s portfolio to over 400 beds. Nick Lambrou took over the family business and sought to create a mark on downtown early in his career. By leveraging the location of the former travel agency Nick was able to convince Cornell, Ciminelli, and Hilton Hotels to partner in building a large mixed use hotel/office in Ithaca’s urban core, the Hilton Garden Inn. This project kicked off all of the subsequent growth we have seen over the past 15 years around the commons.

Lincoln Morse has over 30 years’ experience in Construction Management and Development in Tompkins County. Morse Project Management was formed in 2006 to pursue development and construction opportunities specific to the Ithaca community. The following projects are representative of the role Morse has played locally.

- INHS Breckenridge Place
- INHS Executive Office Expansion
- College Town Terrace – Student Housing Icon on Ithaca’s East Hill
- Finger Lakes School of Massage – Downtown Relocation Project
In recent years, Morse has dedicated its efforts to revitalizing Ithaca’s waterfront. That effort cultivated the relationship between Green Star Cooperative Market and Morse Project Management. The goal to expand and relocate Green Star is becoming a reality. Final site plan approval for the new store to be located at 770 Cascadilla St will take place mid-summer 2018. Construction will follow by early September. More projects along Ithaca’s waterfront are being pursued by Morse and collaborative partners.

The Edger’s, Lambrou’s and Lincoln Morse are very excited about this opportunity to rehabilitate Cascadilla Street into the new Greenstar Store and again are committed to using their local labor force and experience in construction and property development to work with the City of Ithaca to facilitate a successful project for Greenstar and a transformational waterfront development for all. We would like to express our appreciation for the opportunity to be a part of the revitalization effort for the City and look forward to continue working towards the goal of completing this project and adding value to the City, its community and economy with the use of its local labor force.

Major Customers: Greenstar is a Cooperative retail grocery business with over 11,000 transactions each week. The majority of their customers are in Tompkins county and surrounding areas.

Major Suppliers: Major suppliers for Greenstar are Untited Foods Distribution and Four Seasons Produce Distribution

Has your business every received incentives tied to job creation? □ Yes □ No

If yes, please describe: ________________________________

Were the goals met? □ Yes □ No

If no, why were the goals not met? ________________________________

Annual sales to customers in Tompkins County: $22,400,000

Percent of annual sales subject to local sales tax: 18%

Value of annual supplies, raw materials and vendor services are that purchased from firms in Tompkins County: $652,500

III. PROJECT DESCRIPTION AND DETAILS

TCIDA/TCDC Application
Project Location (all addresses and tax parcels): 750 Cascadilla Street and 770 Cascadilla Street, located in the City of Ithaca, Tompkins County, State of New York, and identified as Tax Parcel Nos. 43.-2-5.21 and 43.-2-5.22 respectively. 770 Cascadilla is to be renovated to house a grocery store. 750 Cascadilla is to be demolished to provide parking and other civil components for the grocery store.

<table>
<thead>
<tr>
<th>Property Size (acres):</th>
<th>existing: 2.803</th>
<th>proposed: 2.803</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Cascadilla-</td>
<td>37,422</td>
<td>35219</td>
</tr>
<tr>
<td>770 Cascadilla-</td>
<td>30,000 existing</td>
<td>0</td>
</tr>
</tbody>
</table>

| Proposed Dates: | start: 09/1/2018 | end: 12/31/2019 |

Please provide a narrative of the Project and the purpose of the Project (new build, renovations, and/or equipment purchases, etc.). Identify specific uses occurring within the Project. Describe any and all tenants and end users: GreenStar Cooperative Market is a local homegrown cooperative grocer started in Ithaca, NY in 1971. The co-op currently has over 12,000 Member-Owners, the majority of which reside in Tompkins and adjacent counties. The co-op operates three storefronts at 215 Cayuga Street, 307 College Avenue and 701 West Buffalo Street as well as a warehouse, commissary kitchen, events venue and community classroom space out of property it owns at 700 & 702 West Buffalo Street. GreenStar leases its retail stores.

In 2017 GreenStar’s operations contributed over $6 million to the purchase of goods within 100 miles of the City of Ithaca. The cooperative employs over 200 residents of the community at a starting wage of $12.98 per hour, offering benefits to those working at 20 or more hours per week. The average hourly wage at GreenStar exceeds $15 per hour. GreenStar wages and benefits account for an additional $5.7 million paid to its employees in 2017. GreenStar’s operations in 2017 generated over $22.4 million in revenue and is poised to grow and capture even more of the Ithaca market if it is able to build its capacity to do so.

The Cooperative’s West End store has occupied the facility at 701 West Buffalo street since 1992. This location accounts for 77% of GreenStar’s total annual revenue. The constraints of its current West End store location prevent GreenStar from reaching its true capacity and indeed threaten the solvency of the entire business if it were not able to size up its operations in the near future. While our sales are not insignificant, our operating expenses are also substantial, with our net income typically budgeted at less than one percent of sales.

Several independent market studies commissioned by GreenStar over the years have clearly indicated that the potential market for GreenStar co-op in Ithaca is much larger than the current West End store location can facilitate. GreenStar has actively sought to relocate its West End store for at least 15 years until the sites at 750/770 Cascadilla Street were presented as an option by Organic Waterfront. GreenStar’s Membership recently approved the consolidation and relocation of its West End Campus to this new site on Cascadilla street adjacent to Route 13.

The scope of the project includes the razing of one existing warehouse at 750 Cascadilla to provide parking and access to the new GreenStar store providing at least 160 parking spaces indicated as critical by the most recently market study commissioned by GreenStar. The 30,000 square feet of existing warehouse at 770 Cascadilla street will be renovated to house the new GreenStar West End store. The new store will encompass approximately 16,500 SF of retail floor, an increase from the current West End store size of 5,600 SF. The remaining square feet will house storage, receiving, commissary kitchen and events spaces. The renovation of this warehouse will also include the addition of a mezzanine of approximately 5,200 square feet to house GreenStar’s consolidated administrative offices and functions.

It is established that the consolidation and expansion of GreenStar’s West End campus is necessary to the long-term survival and solvency of this community institution. Beyond this fact are the tremendous
benefits that this project will bring to our community in a myriad of ways.

Cooperatives have shown to be greatly beneficial to their communities compared to their conventional business counterparts. By the time GreenStar opens its doors in 2019 its starting pay will likely be over $13.50 per hour plus benefits compared to an industry which often relies on starting employees at the State Mandated minimum wage which would be $11.10 at this time with no guaranteed benefits. GreenStar’s business plan for this expansion estimates that approximately 40 full time equivalent positions will be created by this project specifically. Simply put this expansion will create a significant amount of high paying jobs for our residents. It is estimated that in 2020 GreenStar’s wages and benefits alone with account for $7 million paid to its employees.

GreenStar’s contribution to the local economy is undeniable. With this expansion project GreenStar is estimated to spend $9 million in 2020 alone on products grown or produced within 100 miles of Ithaca. The new store layout with be a hub of community activity as well as a gathering place. Our expanded café will go from seating 18 people at present to at least 60. A kid’s activity program throughout the week will ensure that busy parents can have their children safely engaged in various fun activities on the premises while they shop in comfort in our spacious new store. Our relocated classrooms and event space will feature a new fully functional teaching kitchen as well as a community meeting space. These two spaces can be combined for large gatherings or divided to facilitate two community meetings simultaneously. The value of the classrooms and event space has become clear over the years in their present location and only increases with these features being located on the same site as the store.

The GreenStar West End campus will be at the center of Ithaca’s Waterfront development, taking land which is largely underutilized and transforming it to a bustling community of commerce and residency. The planned developments surrounding GreenStar’s new location will massively benefit from having GreenStar within easy walking distance of their homes.

GreenStar’s planned expansion to 770 Cascadilla Street is a rare “win-win” development situation where developers, the business community and City of Ithaca can partner together to bring unprecedented positive impact to their community. The lease at our current 701 West Buffalo street location expires in 2019. The current location no longer serves our need to grow and is indeed now contributing to a consistent low growth/rising costs dynamic which we must overcome through a relocation of our West End Campus.

In addition, the grocery business is not known for its high margins especially for the cooperative grocery business. GreenStar Cooperative Markets only makes approximately half a cent of profit for every dollar of revenue it generates. So, while we posted revenue of $22.4 million in 2017 we had to manage every aspect of our operations in the hope that we might make $112k in profit to reinvest in our business. With these kinds of razor thin margins, it only takes one mistake or one piece of equipment to breakdown and our entire profit margin could be wiped out. This is true of 2017 when our $22.4 million in sales did not meet our projected growth by a significant amount while our expenses continued to rise. This is symptomatic of on outdated facility that cannot meet our present need for capacity or sales growth potential. As a result, GreenStar will post an operating loss for 2017. This loss is why we need to relocate to a larger more appropriate venue for our store operations. Our business’s extremely small operating margin is why tax abatements are critical to making our project a financial success as well as even feasible.

GreenStar is asking that the City consider a full abatement of sales tax related to this project as well as a property tax and mortgage tax abatement.

GreenStar has an excellent relationship with its developer Organic Nature LLC. All proceedings have been collaborative and “open book” meaning that both parties have willingly shared their financial details throughout the process in an effort to make this project come to fruition. As a result, GreenStar’s lease of the new facility is directly related to the costs of the project. If Organic Nature is unable to obtain a sales tax abatement on the project this will increase the lease schedule for GreenStar. Likewise, if the property tax is not abated in the first 10 years this will also directly impact GreenStar’s fragile bottom line. We estimate that these two items alone would add an additional $12k in annual operating costs if not abated. While this may seem relatively small by most standards this represents 1/10 of our estimated annual net income, a number GreenStar cannot afford to sacrifice without threatening the stability of its financial

TCIDA/TCDC Application
plan.

GreenStar also needs the sales tax abatement for its own costs related to this project. With equipment costs projected at over $3 million a sales tax abatement would save GreenStar over $200k in sales tax related to this expense line.

Our entire business plan and proforma are predicated on these abatements. Without them, this project will not be financially feasible. All told the abatements would lower the total cost of this project to GreenStar by approximately $320,000. Leading indicators such as Net Income, Cash Flow, Days of Cash on Hand as well as our Debt Service Coverage Ratio come within the bare minimum of industry standards making us too vulnerable for our investors to be comfortable in supporting this project. Without abatements our Net Income goes from one year of loss of -$854k to two years of loss totaling over -$1.1 million. Our Cash Flow goes from a one-year negative trend of $-24k to a loss of -$186k in the first year. Our Days of Cash on Hand drops from its lowest point of 21 days to 18 days, dangerously close to the standard industry minimum of 16 days. And finally, our Debt Service Coverage Ratio goes from being out of compliance (below 2:1) for one year at .64:1 to being out of compliance for three years below the minimum. All of these factors would make it much less likely for GreenStar to obtain the necessary bank financing for our project. If we consider the fact that this project is necessary for the future of GreenStar co-op then it is reasonable to consider these abatements are also critical to the success of our cooperative business as a whole.

Lastly the current CIITAP boundary is immediately adjacent to the south end of the new GreenStar location at 770 Cascadilla street. Given the proximity to this boundary it seems appropriate that the City consider GreenStar for abatements subject to the CIITAP requirements. Even though the future GreenStar site is just slightly out of the current CIITAP boundary I believe we should be considered for CIITAP abatements due to our overwhelming alignment with the spirit of the CIITAP application process. GreenStar’s contribution to the local economy is enormous with $6 million annual paid to local farmers and vendors as well as an additional $7 million paid in wages and benefits to over 200 employees. This GreenStar expansion will add an additional 40 full-time equivalent jobs to our local economy. GreenStar is a homegrown business as well as a cooperative which has over 12,000 individual stakeholders as Owners of the cooperative. The overwhelming majority of Owners are residents of the City of Ithaca. GreenStar’s tireless community work on diversity and inclusion initiatives and affordable healthy food access is praised on a national level as leading the chart of change in our country. Our capacity to continue this good work would only increase with the expansion of our West End store.

Is there a likelihood that the Project would not be undertaken but for the financial assistance provided by the Agency? ☑ Yes ☐ No

If yes, describe the reasons why the Agency’s financial assistance is necessary and the effect the Project will have on the Applicant’s business or operations. Focus on competitiveness issues, project shortfalls, etc.: Noted in above narrative

If no, provide a narrative indicating why the Project should be undertaken by the Agency:
If the Applicant is unable to obtain financial assistance for the Project what will be the impact on the County/City/Town/Village? Noted in above narrative

Describe what green building practices you plan to use: Design team is still working on the energy efficiency and design components. Updates will be available through the miniciple improvement process.

Will this project result in a regular increase in overnight visitors to your facility (e.g. for training programs)? ☐ Yes ☒ No

If yes, number of visitors per year: _________
Average duration of stays (days): _________

**Occupancy**

Select Project type for all end users at Project site (select all that apply):

- ☐ Industrial
- ☐ Acquisition of existing facility
- ☐ Housing
- ☐ Multi-tenant
- ☒ Commercial
- ☐ Service*, **
- ☐ Back office
- ☐ Mixed use
- ☐ Facility for aging
- ☐ Civic facility (not for profit)
- ☐ Other

* For Purposes of this question, the term “retail sales” means (1) sales by a registered vendor under Article 28 of the Tax Law of New York (the “Tax Law”) primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law, or (2) sales of a service to customers who personally visit the project location.

** If Applicant checked “retail” or “service,” complete the Retail Questionnaire contained in Section X.

List the name(s), nature of business of proposed tenant(s), and percentage of total square footage to be used for each tenant (additional sheets may be attached, if necessary):

<table>
<thead>
<tr>
<th>Business</th>
<th>Nature of Business</th>
<th>% of total square footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Greenstar</td>
<td>Cooperative Grocery</td>
<td>100</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IV. PROJECT COSTS AND FINANCING

**Project Costs**

<table>
<thead>
<tr>
<th>Land and/or Building Acquisition: 2.803 acres 30000 square feet</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Building Construction: square feet</td>
<td>$</td>
</tr>
<tr>
<td>Building Addition(s): square feet</td>
<td>$</td>
</tr>
</tbody>
</table>
Infrastructure Work: $330,912
Reconstruction/Renovation: 30000 square feet $4,910,941
Manufacturing Equipment: $ 
Non-Manufacturing Equipment (furniture, fixtures, etc.): $2,677,482
Soft Costs (professional services, etc.): $3,748,368
Other (Specify): Break down of costs attached $ 
TOTAL: $14,761,998

Have any of the above costs been paid or incurred as of the date of this application?  Yes  No
If yes, describe particulars: Engineering and consulting

Sources of Funds for Project Costs

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Financing</td>
<td>$8,659,518</td>
</tr>
<tr>
<td>Equity</td>
<td>$4,585,461</td>
</tr>
<tr>
<td>Tax Exempt Bond Issuance (if applicable)</td>
<td>$</td>
</tr>
<tr>
<td>Taxable Bond Issuance (if applicable)</td>
<td>$</td>
</tr>
<tr>
<td>Public Sources (Include sum total of all state and federal grants and tax credits)</td>
<td>$1,517,019</td>
</tr>
<tr>
<td>Other not public Externally Financed</td>
<td>$1,517,019</td>
</tr>
<tr>
<td>Other not public Externally Financed</td>
<td>$</td>
</tr>
<tr>
<td>Total sources of funds for Project costs:</td>
<td>$14,761,998</td>
</tr>
</tbody>
</table>

Project refinancing of existing debt only (estimated): $ 
Amount of anticipated financing from a lending institution: $ 8,659,518

Note: The applicant must inform the TCIDA/TCDC at the time of issuance of commitment letter if the financing will exceed the amount stated here.

V. VALUE OF INCENTIVES

Property Tax Exemption: (Agency staff will fill out property tax exemption information based on information submitted by the applicant).

Assumptions: $SEE ATTACHED EXHIBIT Value of increase in assessment

<table>
<thead>
<tr>
<th>Year</th>
<th>County</th>
<th>School</th>
<th>City/Town</th>
<th>Village</th>
<th>Total</th>
<th>County</th>
<th>School</th>
<th>City/Town</th>
<th>Village</th>
<th>Total</th>
</tr>
</thead>
</table>

New taxes paid: $ Taxes Abated: $
If the applicant is requesting incentives that are greater than the Agency's Standard Tax Exemption (7 years), please provide a description of the incentive and a justification:

**Sales and Use Tax Benefit:**
Gross amount of costs for goods and services that are subject to State and local sales and use tax – said amount to benefit from the Agency's sales and use tax exemption benefit: $5,954,959

Estimated State and local sales and use tax benefit (product of sales and use tax amount as indicated above multiplied by 8%): $476,396

*Note: The estimate provided above will be provided to the New York State Department of Taxation and Finance and represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to the application.*

**Mortgage Recording Tax Benefit:**
Mortgage Amount (include construction/permanent/bridge financing/refinancing): $8,659,518

Estimated mortgage recording tax exemption benefit (product of mortgage amount as indicated above multiplied by .0025%): $21,648

**Complete for bond applicants only: (Projected 25 year borrowing term)**

<table>
<thead>
<tr>
<th></th>
<th>Without Bonds</th>
<th>With Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year Debt Service</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Total Debt Service</td>
<td>$_____</td>
<td>$_____</td>
</tr>
</tbody>
</table>

**Percentage of Project costs financed from public sector:**

A. Total Project Cost: $14,761,998
B. Estimated Value of PILOT: $127,183

*TCIDA/TCDC Application*
C. Estimated Value of Sales Tax Incentive $476,396
D. Estimated Value of Mortgage Tax Incentive $21,648
E. Total Other Public Incentives (tax credits, grants, ESD incentives, etc.) $_____ 

Calculation of percentage of Project costs financed from public sector: 4.2%
(Total B + C + D + E above / Total Project Cost)

VI. EMPLOYMENT INFORMATION

Note: Annual employment reporting will be required during the course of the abatement.

Describe the benefits you offer to your employees:
In 2018 base pay starts at $12.98 / hr which is well above the average minimum wage grocery starting pay.
2018 GreenStar Employee Benefits Profile
Benefits/Data GreenStar Co-op
Annual Sales Approximately $22,000,000

Employee discount 17.5% regular cost
30% supplements discount

Vacation time accrual Year 1: .038 x hours worked
Each additional year increases: .0076 x hours worked
Maximum vacation accrual is 205 hours annually (after 9 yrs).

Sick/Personal time accrual .019 x hours worked.

Medical insurance coverage 20-24 hrs per week GS contribution = $220 / month
for individual employees 25-29 hrs per week GS Contribution = $330 / month
20-34 hrs per week GS contribution = $440 / month
35-40 hrs per week GS contribution = $550 / month

Holiday pay Employees paid the equivalent of 7 of their "days" annually

Other Benefits Dental coverage
Life Insurance – Employer Provided
401 K
Bereavement
FMLA
FSA
Pay advance
Describe the internal training and advancement opportunities you offer to your employees: GreenStar emphasizes development and training within to move up within the organization. Internal employees have preference when applying for jobs within the cooperative. We have a full training suite online for internal development through a cooperative program titled Co-op U. GreenStar also offers its own internal professional development trainings including Diversity and Inclusion, Culture of Respect, Safety and Security, Having Difficult Conversations.
### Employment Plan

<table>
<thead>
<tr>
<th>Occupation in Company</th>
<th>Current (Retained) Permanent Full Time Jobs</th>
<th>Projected New Permanent Full-Time Jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Average Annual Salary Ranges/ Hourly Wage</td>
<td>Number of Employees</td>
</tr>
<tr>
<td>Professional</td>
<td>$55 k</td>
<td>16</td>
</tr>
<tr>
<td>Clerical</td>
<td>16.71</td>
<td>10</td>
</tr>
<tr>
<td>Sales</td>
<td>15.71</td>
<td>129</td>
</tr>
<tr>
<td>Services</td>
<td>15.25</td>
<td>85</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medium Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What percentage of your current positions are occupied by women? 50%

What percentage of your current positions are occupied by minorities? 18%

Estimated percentage of new hires who would be unemployed at time of hire: n/a%

Estimate the number of residents of the labor market area in which the Project is located that will fill the projected new jobs to be created. *(The Agency defines the labor market area as Tompkins County and the contiguous counties; Cayuga, Seneca, Schuyler, Chemung, Tioga, and Cortland Counties)* 40

Are you willing to pay a livable wage, as defined by the Alternatives Federal Credit union (AFCU) of Ithaca, NY *(http://www.alternatives.org/pdf/AFCU-2015-1055_FINAL2.pdf)* to all employees for the duration of the abatements? Yes

If no, estimate the percentage of the current workforce whose wages meet or exceed the livable wage, as defined by AFCU. ______%
Please describe your strategy for ensuring diversity in hiring: Hiring managers are required to attend hiring for Diversity and Inclusion in the workplace training on a regular basis. It is also a mandated practice of the management team to hire for diversity and inclusion candidates. Our HR team is ongoingly developing systems to support this initiative. We maintain relationships with community centers and individuals representing diverse communities as a "pipeline" for new applications and recommendations for positions within the cooperative.

VII. CONSTRUCTION LABOR

Note: Applicants will be required to comply with the Agency’s Local Labor Utilization Policy.

Will you use contractors who:

- Have a certified apprenticeship program
  - Yes [ ] [ ] %
  - No [ ] [ ]

- Pay a prevailing wage
  - Yes [ ] [ ] %
  - No [ ] [ ]

- Use local labor
  - Yes [ ] >50 %
  - No [ ] [ ]

VIII. ENVIRONMENTAL REVIEW AND PERMITTING

Environmental Assessment Form – [ ] Short Form [ ] Long Form

Submitted to: City of Ithaca Planning Board
Agency Name: City of Ithaca
Agency Address: 108 E. Green Street
City: Ithaca State: NY Zip: 14850
Date of submission: 4-24-18 Status of submission: Negative DEC as of 5-23-18

The Applicant must comply with the State Environmental Quality Review Act (SEQRA) before the Agency can vote on proposed financial incentives. It is the applicant’s responsibility to provide a copy of the-SEQRA determination by another entity.

Permits: Describe other permits required and status of approval process.

<table>
<thead>
<tr>
<th>Permit</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demolition</td>
<td>In Progress</td>
</tr>
<tr>
<td>2. Building</td>
<td>In Progress</td>
</tr>
<tr>
<td>3. Electrical</td>
<td>In Progress</td>
</tr>
<tr>
<td>4. Plumbing</td>
<td>In Progress</td>
</tr>
</tbody>
</table>
**IX. OTHER**

Do you have anything else you would like to tell the TCIDA regarding this project?  
See narrative

---

**X. RETAIL QUESTIONNAIRE (Fill out if end users are “retail” or “service” as identified in Section III)**

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the project site to undertake either a retail sale transaction or to purchase services.

A. Will any portion of the Project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?  
▢ Yes  □ No

If yes, please continue. If no, do not complete the remainder of the retail questionnaire and proceed to the next section of the application.

*For Purposes of this question, the term “retail sales” means (1) sales by a registered vendor under Article 28 of the Tax Law of New York (the “Tax Law”) primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law, or (2) sales of a service to customers who personally visit the project location.*

B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the Project?  

<table>
<thead>
<tr>
<th>Percentage</th>
<th>w/o parking lot</th>
<th>with parking lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>57%</td>
<td></td>
<td>26%</td>
</tr>
</tbody>
</table>

If the answer is less than 33.33% do not complete the remainder of the retail determination and proceed to the next section of the application.

If the answer to Question A is Yes AND the answer to Question B is greater than 33.33%, indicate which of the following questions below apply to the Project:

1. Will the Project be operated by a not-for-profit corporation?  
□ Yes  ▢ No

2. Is the Project location or facility likely to attract a significant number of visitors from outside Tompkins County?  
▢ Yes  □ No

   If yes, please provide a third party market analysis or other documentation supporting your response.

3. Will the Project make available goods or services which are not currently reasonably accessible to the residents of the municipality within which the proposed Project would be located?  
□ Yes  ▢ No

   If yes, please provide a third party market analysis or other documentation supporting your response.
4. Will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? □ Yes □ No

If yes, explain: The expansion of GreenStar cooperative Market will preserve present jobs and will add new jobs as a percentage of sales. The current estimate is that approximately 40 full time equivalent positions with the co-op.

XI. INTER-MUNICIPAL MOVE DETERMINATION

The Agency is required by State law to make a determination that, if completion of a Project benefiting from the Agency financial assistance results in the removal of an industrial or manufacturing plant of the Project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupant located within the State, Agency financial assistance is required to prevent the Project occupant from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.

Will the Project result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the State? □ Yes □ No

Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the State? □ Yes □ No

If yes to either question explain how notwithstanding the aforementioned closing or activity reduction the Agency’s financial assistance is required to prevent the Project from relocating out of the State or is reasonably necessary to preserve the Project occupant’s competitive position in its respective industry:

GreenStar’s lease for its West End location ends in 2019, with no current options for renewal. Additionally, its capacity to serve its membership and customer base has been capped due to retail space and parking limitations, as shown in its sales history and market studies. This expansion and relocation will provide a future for the cooperative grocery and its over 12,000 local owners by allowing it to increase sales and services to the local community while pursuing efficiencies by physically consolidating several of its spaces.

Does the Project involve relocation or consolidation of a Project occupant from another municipality:

Within New York State: □ Yes □ No

Within County/City/Town/Village: □ Yes □ No

If yes to either question above, please explain: _______
REPRESENTATIONS, CERTIFICATIONS AND INDEMNIFICATION

Jessica Edger Hillman (name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Managing Member (title) of Organic Nature LLC (name of corporation or other entity) named in the attached Application (the “Applicant”), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed Project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entitle") of the service delivery area created by the Federal Job Training Partnership Act (Public Law 97-300) ("JTPA") in which the proposed Project is located.

B. First Consideration for Employment. In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the proposed Project.

C. Employment Reports. The Applicant understands and agrees that, if the proposed Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization, local construction labor utilization and such other information (collectively, “Employment Reports”) that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Project Agreement between the Agency and Applicant.

D. Labor Utilization Reporting. The Applicant understands and agrees that, if the proposed Project receives any Financial Assistance from the Agency, the Applicant agrees to comply with the Labor Utilization Policy, which requires providing documentation that construction bids were solicited from local firms and monthly construction labor reporting as outlined in the Policy.

E. Hold Harmless Provision. The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency’s costs of general counsel and/or the Agency’s bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency’s examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (ii) the Agency’s acquisition, construction and/or installation of the Project described therein and (iii) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys’ fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.
F. **Sales Tax.** In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant. Copies of all filings shall be provided to the Agency.

Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant.

G. **Fees.** By executing and submitting this Application, the applicant covenants and agrees to pay the following fees:

(i) An Administrative Fee in accordance with the Administrative Fee Policy effective as of the date of this application, to be paid at transaction closing (unless otherwise outlined in the Project Agreement or authorizing resolution). This fee will be equal to 1% of the total value of expenses that are positively impacted by the Agency incentives. The Agency may reduce the administrative fees from 1% to .50% of project costs if the total project cost is less than $1 million. For total project costs greater than $1 million but less than $2 million, the fees may be reduced from 1% to .75% of project costs;

(ii) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency’s general counsel or bond/transaction counsel, and (2) other consultants retained by the Agency in connection with the proposed Project; with all such charges to be paid by the Applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency’s invoices therefore please note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency’s bond/transaction counsel;

(iii) The cost incurred by the Agency and paid by the Applicant, including bond/transaction counsel and the Agency’s general counsel’s fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

If the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, cancels or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon presentation of an invoice, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys’ fees, if any.

H. **FOIL.** The Applicant acknowledges that the Agency is subject to New York State’s Freedom of Information Law (FOIL). Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.

I. **Financial Review.** The Applicant acknowledges that the Agency shall undertake an assessment of all material information included in connection with the Application for Financial Assistance as necessary to afford a reasonable basis for the decision by the Agency to provide Financial Assistance for the Project, including, but not limited to qualification of the proposed project under the GML (including any retail analysis, as applicable), conducting a full application review, review of applicant financial history and project pro-formas, and consideration of all local development priorities.
J. The Applicant represents and warrants that the information contained in this Application, to the best of the Applicant’s knowledge, is true, accurate and complete.

K. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, State and federal tax, worker protection and environmental laws, rules and regulations.

L. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provisions of Section 859-a(5) and Section 862(1) of the New York General Municipal Law.

M. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency’s involvement in the Project.

N. The Applicant and the individual executing this application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

Name: Jessica Edger Hillman
Title: Managing Member
Company: Organic Nature LLC
Date: 6/5/2018

STATE OF NEW YORK )
COUNTY OF TOMPKINS ) SS.:

On the 5th day of June, in the year 2018 before me, the undersigned, personally appeared Jessica Edger Hillman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JASON C. CRANE
Notary Public

Notary Public, State of New York
Steuben County No. 01CR6323380
Commission Expires April 20, 2019

TCIDA/TCDC Application
NEW YORK STATE FINANCIAL REPORTING
REQUIREMENTS FOR INDUSTRIAL DEVELOPMENT AGENCIES

Please be advised that the New York General Municipal Law imposes certain reporting requirements on IDAs and recipients of IDA financial assistance. Of particular importance to IDA applicants is Section 859 (copy attached). This section requires IDAs to transmit financial statements within 90 days following the end of an Agency’s fiscal year ending December 31, prepared by an independent, certified public accountant, to the New York State Comptroller, the Commissioner of the New York State Department of Economic Development. These audited financial statements shall include supplemental schedules listing the following information:

1. All straight-lease ("sale-leaseback") transactions and whether or not they are obligations of the Agency.
2. All bonds and notes issued, outstanding or retired during the period and whether or not they are obligations of the Agency.
3. All new bond issues shall be listed and for each new bond issue, the following information is required:
   a. Name of the project financed with the bond proceeds.
   b. Whether the project occupant is a not-for-profit corporation.
   c. Name and address of each owner of the project.
   d. The estimated amount of tax exemptions authorized for each project.
   e. Purpose for which the bond was issued.
   f. Bond interest rate at issuance and, if variable, the range of interest rates applicable.
   g. Bond maturity date.
   h. Federal tax status of the bond issue.
   i. Estimate of the number of jobs created and retained for the project.
4. All new straight lease transactions shall be listed and for each new straight lease transaction, the following information is required:
   a. Name of the project.
   b. Whether the project occupant is a not-for-profit corporation.
   c. Name and address of each owner of the project.
   d. The estimated amount of tax exemptions authorized for each project.
   e. Purpose for which each transaction was made.
   f. Method of financial assistance utilized for each project, other than the tax exemptions claimed by the project.
   g. Estimate of the number of jobs created and retained for the project.

Please sign below to indicate that you have read and understood the above.

Name: Jessica Edger Hillman
Title: Managing Member
Company: Organic Nature LLC
Date: 6/5/2018
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<thead>
<tr>
<th>Total Project Cost</th>
<th>Organic Nature LLC</th>
<th>Greenstar</th>
<th>Total</th>
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<td>Buildings Value</td>
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<td>Equipment-Greenstar</td>
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<td>Soft Costs Greenstar</td>
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**Cost Benefit Analysis**

**Assumptions**

New Assessment
4.00% Annual Tax Rate/Assessment Increase

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<tr>
<td>Village: 0.0000</td>
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<tr>
<td>School: 17.4866</td>
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### 7-Year Abatement Schedule

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### New Taxes Paid

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<td>5</td>
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<td>29,463</td>
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<td>26%</td>
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### Taxes Abated

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<td>62,891</td>
<td>130,246</td>
<td>23,136</td>
</tr>
</tbody>
</table>

### Summary

- $127,183 Total Property Tax Abatement
- 0 Sales Tax Abatement
- Mortgag Recording Tax Abatement
- $127,183 Total IDA Incentives
- IDA fees = 1% of project costs plus legal fees
May 15, 2018

Mr. Rich John, Chairperson  
Tompkins County Industrial Development Agency (TCIDA)  
c/o Tompkins County Area Development (TCAD)  
Attn: Michael Stamm, President  
Suite 402-B  
401 East State St./East M.L.K., Jr. St.  
Ithaca, NY  14850

Dear Chairperson John:

RE: City Approval Letter: CIITAP Application — Organic Nature, LLC

This letter is being submitted to the Tompkins County Industrial Development Agency pursuant to the adopted City of Ithaca Community Investment Incentive Tax Abatement Program (CIITAP).

On April 12, 2018, the City received a CIITAP application from Organic Nature, LLC for a proposed project that involves the relocation/expansion of GreenStar Co-op, including relocating both the retail facility at 701 West Buffalo Street and the classroom facility at 700 West Buffalo Street to a new consolidated facility to be located at 770 Cascadilla Street. The project will include a full renovation of the existing warehouse building at 770 Cascadilla Street and a demolition of a building at 750 Cascadilla Street, in order to create a 160 car parking area. The new retail facility will be approximately 16,500 SF and will include an additional 5,200 SF mezzanine level to house office functions, and approximately 13,000 SF of kitchen and event space.

In accordance with the adopted CIITAP procedure, a Public Information Session for the project was held in the Common Council Chambers in City Hall, at 5:30 p.m. on April 30, 2018.

The City CIITAP Review Committee met on May 15, 2018 and determined the proposed project satisfies each of the four eligibility criteria:

1. Project Size — Project will increase assessed property value by at least $500,000.
   	The Tompkins County Assessment Office has provided the enclosed estimate of $900,000 for this project.
2. Project Density — Project will contain a minimum of three occupiable stories in height or be a major renovation of an existing structure.
   - The project is a major renovation of the existing Cornell Warehouse buildings.

3. Project Location — Project is located within the City of Ithaca Density District.
   - This project is located just outside of the existing boundaries of the City’s Density District. However, the City is currently exploring expanding the boundaries to include the waterfront area. The CIITAP Review Committee felt that the project meets the intent of this program and will be beneficial to the community.

4. Municipal Compliance – Properties owned by the project applicant must comply with all local laws, regulations and be current on taxes, assessments, fees and penalties due to the City.
   - All fees and taxes have been paid on any properties owned or partially owned by the applicant have been paid.

5. Local Construction Labor Compliance
   - Applicant has signed the City’s Local Labor Commitment Agreement certifying that they will make every attempt to hire locally whenever possible and also agrees to meet the minimum requirements as outlined in the City’s CIITAP application.

6. Diversity Requirement
   - Applicant has signed the City’s Diversity Requirement Agreement certifying that they commit to be an active user of the Diversity Consortium of Tompkins County as outlined in the CIITAP application, and also agrees to do the following:
     
     i. In addition, the applicant agrees, and agrees to establish and implement management strategies for hiring, retention, and promotion with a goal of hiring, retaining, and promoting diverse workers for full-time, part-time, and internship positions at all levels of the organization, such that the number of women, people of color, and people with disabilities employed by the organization meets or exceeds the proportions of these groups within the City of Ithaca’s population.

     ii. Applicant must identify and implement specific actions designed to reduce and address unconscious workplace biases, such as through annual staff training. The goal is to review and ensure that management and staff are aware of the existence and impacts unconscious bias has on workplace culture and service delivery, creating an inclusive environment for staff, customers, and clients.
iii. Applicant must provide both the IDA and the Workforce Diversity Advisory Committee an annual report that identifies compliance with the diversity requirements and workforce demographics

Please consider this letter as constituting the official City approval that the application from Organic Nature satisfies all criteria to be eligible to be considered by the Tompkins County Industrial Development Agency for CIITAP incentives.

Please find enclosed the completed City CIITAP application and a summary of the questions and comments received at the Public Information Session. Please let me know if you have any questions regarding this application.

Sincerely,

Svante L. Myrick, City of Ithaca, Mayor

JoAnn Cornish, City of Ithaca, Director of Planning, Building, and Economic Development

Nels Bohn, Director of Community Development for the Ithaca Urban Renewal Agency

Encls: CIITAP Application
Public Information Session Summary

cc: Common Council
J. Cornish, N. Bohn, J. Kusznir, P. DeSarno, S. Thayer, Heather Filiberto

"An Equal Opportunity Employer with a commitment to workforce diversification."
VII. Tax Abatement Application

CIITAP Application for Tax Abatement

The City of Ithaca Community Investment Incentive Program provides incentives for investment in the City. The incentives include property tax reductions and/or abatements for a period of up to 7 years. Applicants and projects must meet the minimum eligibility requirements (see application, Part II) in order to apply for the program.

Part 1. – Applicant Information

Application Date: 4/12/2018

Company/Applicant Name: Organic Nature LLC

Primary Contact: Jason C Crane

Address: 330 E 14th Street
City: Elmira Heights
State: NY
Zip: 14903

Phone: 607-733-9664
Email: icrane@edgeinc.com

Applicant Attorney: Steve Agan - Sayles & Evans

Attorney Address: 1 Church St.
City: Elmira
State: NY
Zip: 14901

Attorney Phone: 607-733-2271
Email: sagan@saylesevan.com

Applicant Accountant: Matt Green-Mengel Metzger Barr & Company Llp.

Accountant Address: 333 E West Water St
City: Elmira
State: NY
Zip: 14901

Accountant Phone: 607-734-4183
Email: mgreen@mmb-co.com

Applicant Engineer/Architect: Noah Damarest-Stream Collaborative

Address: 108 W. State Street
City: Ithaca
State: NY
Zip: 14850

Phone: 607-216-8802
Email: noah@streamcolab.com
Will a separate company hold title to/own property in question that is separate from the operating company? If yes, please provide the name and contact information for that entity.

Company Name: N/A

Primary Contact: __________________________________________

Address: ___________________ City: __________ State: ______ Zip: __________

Phone: ___________________ Email: _________________________

Describe the terms and conditions of the lease between the applicant and the owner of the property: __________________________________________

Part 2. – Business History

Year Company was Founded: 2018

Type of Ownership (e.g., corporation, LLC, sole proprietor, etc.): LLC

Product or Service: Lease for Greenstar Co-op., a cooperative natural food retailer

Major Customers: Retail grocery business with approximately 11,000 transactions per week. Majority of customers are in Tompkins county and surrounding areas

Major Suppliers: Major suppliers for Greenstar are United Foods Distribution and Four Seasons Produce Distribution

Major Local Competitors: Target, Tops Market, Wegmans Market
Part 3. – Project Description

Project Narrative: Greenstar Co-op will consolidate its existing West End operations which currently span two blocks under one roof at 770 Cascadilla street. The new store will result from a renovation of the existing warehouse making it suitable for a retail grocery store. The retail square footage serving GreenStar’s business model will increase from 6,500 square feet to 16,500 square feet. See attached narrative for additional information.

Project Location: To provide parking and other civil components for the grocery store.

Property Size (acres) – both existing & proposed: 770 Cascadilla-30,000 existing, 35219 proposed

Building Size (square feet) – both existing & proposed: 750 Cascadilla-37,422 existing, 0 proposed

Proposed Project Start & Completion Dates: 9/1/2018 to 12/31/2019

Do you certify that this project will not result in the relocation of all or part of any business or jobs from another county within New York State to Tompkins County? [☑] Yes ______No

List the names, nature of business of proposed tenants, and percentage of total square footage to be used for each tenant (additional sheets may be attached, if necessary): Greenstar Co-op, a cooperative natural food retail grocery store will lease 35,219 square feet from Organic Nature LLC to conduct their operations.
See attached Project Cost Schedule

* Part 4. – Project Costs

Value of Land to Be Acquired (if any): $820,000

Value of Buildings to Be Acquired (if any): $2,274,295

* Cost of New Construction: $4,910,941 % subject to local sales tax 60%

** Value of Improvements: Greenstar-$330,912 % subject to local sales tax 100%

** Value of Equipment to Be Acquired: Greenstar-$2,677,482 % subject to local sales tax 100%

*** Other: $928,218 Greenstar-$2,820,150 % subject to local sales tax 0%

Total: $14,761,998

*These project costs are budget amounts and will change. Final construction costs will be determined from final design documents. We project to have final documents and estimated costs figured in July

**Greenstar internal Filout cost $330,912, Greenstars equipment cost $2,677,782 Total Greenstar cost $3,008,394

***Edger Soft Costs- Arch/Engineering-$375k, Working Capital-$445k, IDA Fee-$49k, Legal-$10k, Other Misc-$49K-Total $928k

Part 5. – Criteria

Will the proposed project result in an increase to the tax roll value of new real property by at least $500,000? Yes___

Does this project contain at least three occupiable stories? No

Proposed Height (in stories and feet): 1.5

Does the project include a rehab of an existing structure? Yes

Is the project located in the City of Ithaca Density District? No

Does the project contain the redevelopment of a Brownfield site? No

Does the project applicant, or any of the partners owning at least 20% of the project equity, the project LLC, or the project corporation, currently own any properties located within the City of Ithaca that are delinquent on taxes, assessments, fees or penalties due to the City or that have one or more violations of local laws or regulations? No
VIII. Certification

Jessica Edger Hillman deposes that he/she is the Managing Member of Organic Nature LLC, the corporation named in the attached application; that he/she has read the foregoing application and knows the contents thereof; that the same is true to his/her knowledge. Deponent further says that the reason this verification is made by the deponent and not by Organic Nature LLC is because the said company is a corporation.

The grounds of deponent's belief relative to all matters in the said application, which are not stated upon his own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application, as well as information acquired by deponent in the course of his duties as an officer of and from the books and papers of said corporation.

As an officer of said corporation (hereinafter referred to as the "Applicant"), deponent acknowledges and agrees that applicant shall be and is responsible for all costs incurred by the non-profit Tompkins County Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached application, whether or not the application, the project it describes, the attendant negotiations, and ultimately the necessary issue of bonds or transfer of title are ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action, or withdraws, abandons, cancels, or neglects the application, or if the Agency or Applicant are unable to find buyers willing to purchase the total bond issue required or financing for the project, then, upon presentation of invoice, the Applicant shall pay to the Agency, its agents, or assigns all actual costs involved in conduct of the application, up to that date and time, including but not limited to fees of bond counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the required bond issue or transfer of title, the Applicant shall pay to the Agency an administrative fee set by the Agency, not to exceed 10.
an amount equal to 1% of the total project cost. The cost incurred by the Agency and paid by the Applicant, including bond counsel, the Agency’s general counsel’s fees and the Agency’s administrative fees, may be considered as a cost of the project and included as part of the resultant bond issue.

Jessica Edger Hillman, managing member

NOTARY
Sworn to before me this
18th day of April, 2018

Jason C Crane

IX. Completion Status (to be completed by staff)

ELIGIBILITY CRITERIA:

Size:

Density:

Location:

Additional Documentation Submitted:

Staff Review Date:

Mayor’s Endorsement Date:
Part 6. Local Labor Commitment

By signing this document the applicant certifies that they will make every attempt to hire locally whenever possible. For the purposes of this application, local is understood to be defined as anyone residing in Tompkins County, or any of the 6 contiguous counties of Cayuga, Seneca, Schuyler, Chemung, Tioga, and Cortland Counties.

In addition, the applicant commits to meet the minimum local labor requirements described below, and if granted CIITAP approval, will submit to the IDA the following information:

a. Proof that the General Contractor has solicited bids from local subcontractors for all major trades required for the construction project, including electric, plumbing, carpentry, masonry, and HVAC.

b. Monthly payroll reporting of all workers on site during construction with a summary of how many employees are “local.” The reporting should include the address, zip code, and total payroll amount per employee.

[Signature]

Applicant Signature

Jessica Edgar Hillman

Applicant Printed Name
Part 7. Diversity Requirement-Commitment (required if applicant is a single-use end user)

By signing this document the applicant certifies that they intend to comply with the following requirements:

a. Applicant must commit to be an active user of the Diversity Consortium of Tompkins County. Active membership is defined as:
   i. Pay annual membership dues
   ii. Attend a minimum of four meetings of the Diversity Consortium per calendar year
   iii. Attend the bi-annual Diversity Roundtable
   iv. Participate in at least two of the Diversity Consortium’s workshops and events

b. Applicant must establish and implement management strategies for hiring, retention, and promotion. The goal is to hire, retain, and promote diverse workers for full-time, part-time, and internship positions at all levels of the organization, such that the number of women, people of color, and people with disabilities employed by the organization meets or exceeds the proportions of these groups within the City of Ithaca’s population

c. Applicant must identify and implement specific actions designed to reduce and address unconscious workplace biases, such as through annual staff training. The goal is to review and ensure that management and staff are aware of the existence and impacts unconscious bias has on workplace culture and service delivery, creating an inclusive environment for staff, customers, and clients.

d. Applicant must provide both the IDA and the Workforce Diversity Advisory Committee an annual report that identifies compliance with the diversity requirements and workforce demographics

[Signature]

Applicant Signature

[Printed Name]

Applicant Printed Name
To whom it may concern:

Edger Enterprises of Elmira, Inc. is a local contracting company located in Chemung County in Elmira Heights NY and has achieved great success in its business by utilizing and investing in local labor and businesses in Steuben, Chemung, Tompkins and surrounding Counties. The Edger’s have been committed to their local community for over 40 years and have heavily invested in their local labor forces during this time. During its peak employment times Edger directly employs over 100 local employees who live in Tompkins, Steuben and Chemung Counties. Currently Edger has 66 full time local employees. Additionally, Edger Enterprises is committed to using local subcontractors to perform any of Edger’s work that is subcontracted. Edger Enterprises is proud of the fact they have achieved great success with their investment and employment of local labor and contractors in our area and is committed to continue to use local labor forces to complete its work for the Greenstar project located in the City of Ithaca.

The company began as Edger Contracting in 1976 by Bob and Mary Edger as a small family-run business specializing in residential site work and concrete sidewalk projects. Fifteen years later, in 1994, Bob and Mary turned over Edger Contracting to their children, Jodi and Jessica Edger, and Edger Enterprises of Elmira Inc. was created. Today, Edger Enterprises is a full service General Contractor. Edger Enterprises is proud to offer reliable, quality services for all construction needs utilizing local labor. The Edger’s are committed to investing in their labor forces and working towards the revitalization of the community and area in which they have lived and earned great success. One example of many related to this commitment is an award-winning historic building renovation and development project they recently completed in the City of Corning. This project resulted in the successful renovation of the building where Corning Incorporated started, the Historic Hawkes Building on Market Street in Corning NY, into commercial space and apartments. Edger is proud of the fact that it was their local labor forces that completed this award-winning project.

The Edger’s continue to be committed to property development in our area. As a result they have created a new entity, City Harbor LLC and partnered with Lambrou Real Estate and Lincoln Morse to invest in and purchase Johnson’s Boatyard to facilitate a transformational Waterfront development and new store for Greenstar in the City of Ithaca. They believe this vertical integration in ownership is optimal for this project and provides for a combination of various expertise’s and resources in property development to provide for a cost effective successful project and development again utilizing their own labor forces to facilitate completing this work.

The Edger’s, Lambrou’s and Lincoln Morse are very excited about this opportunity to rehabilitate Cascadilla Street into the new Greenstar Store and again are committed to using their local labor force and experience in construction and property development to work with the City of Ithaca to facilitate a successful project for Greenstar and a transformational waterfront development for all. We would like to express our appreciation for the opportunity to be a part of the revitalization effort for the City and look forward to continue working towards the goal of completing this project and adding value to the City, its community and economy with the use of its local labor force.

Sincerely,

Jessica Edger Hillman
CEO
Dear City of Ithaca Employees and Representatives,

GreenStar Cooperative Market is a local homegrown cooperative grocer started in Ithaca, NY in 1971. The co-op currently has over 12,000 Member-Owners, the majority of which reside in Tompkins and adjacent counties. The co-op operates three storefronts at 215 Cayuga Street, 307 College Avenue and 701 West Buffalo Street as well as a warehouse, commissary kitchen, events venue and community classroom space out of property it owns at 700 & 702 West Buffalo Street. GreenStar leases its retail stores.

In 2017 GreenStar’s operations contributed over $6 million to the purchase of goods within 100 miles of the City of Ithaca. The cooperative employs over 200 residents of the community at a starting wage of $12.98 per hour, offering benefits to those working at 20 or more hours per week. The average hourly wage at GreenStar exceeds $15 per hour. GreenStar wages and benefits account for an additional $5.7 million paid to its employees in 2017. GreenStar’s operations in 2017 generated over $22.4 million in revenue and is poised to grow and capture even more of the Ithaca market if it is able to build its capacity to do so.

The Cooperative’s West End store has occupied the facility at 701 West Buffalo street since 1992. This location accounts for 77% of GreenStar’s total annual revenue. The constraints of its current West End store location prevent GreenStar from reaching its true capacity and indeed threaten the solvency of the entire business if it were not able to size up its operations in the near future. While our sales are not insignificant, our operating expenses are also substantial, with our net income typically budgeted at less than one percent of sales.

Several independent market studies commissioned by GreenStar over the years have clearly indicated that the potential market for GreenStar co-op in Ithaca is much larger than the current West End store location can facilitate. GreenStar has actively sought to relocate its West End store for at least 15 years until the sites at 750/770 Cascadilla Street were presented as an option by Organic Waterfront. GreenStar’s Membership recently approved the consolidation and relocation of its West End Campus to this new site on Cascadilla street adjacent to Route 13.

The scope of the project includes the razing of one existing warehouse at 750 Cascadilla to provide parking and access to the new GreenStar store providing at least 160 parking spaces indicated as critical by the most recently market study commissioned by GreenStar. The 30,000 square feet of existing warehouse at 770 Cascadilla street will be renovated to house the new GreenStar West End store. The new store will encompass approximately 16,500 SF of retail floor, an increase from the current West End store size of 5,600 SF. The remaining square feet will house storage, receiving, commissary kitchen and events spaces. The renovation of this warehouse will also include the addition of a mezzanine of approximately 5,200 to house GreenStar’s consolidated administrative offices and functions.
It is established that the consolidation and expansion of GreenStar’s West End campus is necessary to the long-term survival and solvency of this community institution. Beyond this fact are the tremendous benefits that this project will bring to our community in a myriad of ways.

Cooperatives have been shown to be greatly beneficial to their communities compared to their conventional business counterparts. By the time GreenStar opens its doors in 2019 its starting pay will likely be over $13.50 per hour plus benefits compared to an industry which often relies on starting employees at the State Mandated minimum wage which would be $11.10 at this time with no guaranteed benefits. GreenStar’s business plan for this expansion estimates that approximately 40 full time equivalent positions will be created by this project specifically. Simply put this expansion will create a significant amount of high paying jobs for our residents. It is estimated that in 2020 GreenStar’s wages and benefits alone with account for $7 million paid to its employees.

GreenStar’s contribution to the local economy is undeniable. With this expansion project GreenStar is estimated to spend $9 million in 2020 alone on products grown or produced within 100 miles of Ithaca. The new store layout will be a hub of community activity as well as a gathering place. Our expanded café will go from seating 18 people at present to at least 60. A kid’s activity program throughout the week will ensure that busy parents can have their children safely engaged in various fun activities on the premises while they shop in comfort in our spacious new store. Our relocated classrooms and event space will feature a new fully functional teaching kitchen as well as a community meeting space. These two spaces can be combined for large gatherings or divided to facilitate two community meetings simultaneously. The value of the classrooms and event space has become clear over the years in their present location and only increases with these features being located on the same site as the store.

The GreenStar West End campus will be at the center of Ithaca’s Waterfront development, taking land which is largely underutilized and transforming it to a bustling community of commerce and residency. The planned developments surrounding GreenStar’s new location will massively benefit from having GreenStar within easy walking distance of their homes.

GreenStar’s planned expansion to 770 Cascadilla Street is a rare “win-win” development situation where developers, the business community and City of Ithaca can partner together to bring unprecedented positive impact to their community.

Thank you for your consideration,

Brandon Kane
General Manager
GreenStar Cooperative Market, Inc.
GreenStar Cooperative Market, Inc.  
West End Campus Consolidation & Expansion to 770 Cascadilla Street  
Request for consideration of tax abatement  
4-16-2018

Dear City of Ithaca Employees and Representatives,

I hope I have thoroughly shown the many positive contributions GreenStar’s expansion and relocation of its West End campus will bring to our community. The purpose of this letter is to demonstrate the necessity of tax abatements to ensure this project comes to fruition.

The lease at our current 701 West Buffalo street location expires in 2019. The current location no longer serves our need to grow and is indeed now contributing to a consistent low growth/rising costs dynamic which we must overcome through a relocation of our West End Campus.

In addition, the grocery business is not known for its high margins especially for the cooperative grocery business. GreenStar Cooperative Markets only makes approximately half a cent of profit for every dollar of revenue it generates. So, while we posted revenue of $22.4 million in 2017 we had to manage every aspect of our operations in the hope that we might make $112k in profit to reinvest in our business.

With these kinds of razor thin margins, it only takes one mistake or one piece of equipment to breakdown and our entire profit margin could be wiped out. This is true of 2017 when our $22.4 million in sales did not meet our projected growth by a significant amount while our expenses continued to rise. This is symptomatic of an outdated facility that cannot meet our present need for capacity or sales growth potential. As a result, GreenStar will post an operating loss for 2017. This loss is why we need to relocate to a larger more appropriate venue for our store operations. Our business’s extremely small operating margin is why tax abatements are critical to making our project a financial success as well as even feasible.

GreenStar is asking that the City consider a full abatement of sales tax related to this project as well as a property tax and mortgage tax abatement.

GreenStar has an excellent relationship with its developer Organic Nature LLC. All proceedings have been collaborative and “open book” meaning that both parties have willingly shared their financial details throughout the process in an effort to make this project come to fruition. As a result, GreenStar’s lease of the new facility is directly related to the costs of the project. If Organic Nature is unable to obtain a sales tax abatement on the project this will increase the lease schedule for GreenStar. Likewise, if the property tax is not abated in the first 10 years this will also directly impact GreenStar’s fragile bottom line. We estimate that these two items alone would add an additional $12k in annual operating costs if not abated. While this may seem relatively small by most standards this represents 1/10 of our estimated annual net income, a number GreenStar cannot afford to sacrifice without threatening the stability of its financial plan.
GreenStar also needs the sales tax abatement for its own costs related to this project. With equipment costs projected at over $3 million a sales tax abatement would save GreenStar over $200k in sales tax related to this expense line.

Our entire business plan and proforma are predicated on these abatements. Without them, this project will not be financially feasible. All told the abatements would lower the total cost of this project to GreenStar by approximately $320,000. Leading indicators such as Net Income, Cash Flow, Days of Cash on Hand as well as our Debt Service Coverage Ratio come within the bare minimum of industry standards making us too vulnerable for our investors to be comfortable in supporting this project. Without abatements our Net Income goes from one year of loss of -$854k to two years of loss totaling over -$1.1 million. Our Cash Flow goes from a one-year negative trend of $-24k to a loss of -$186k in the first year. Our Days of Cash on Hand drops from its lowest point of 21 days to 18 days, dangerously close to the standard industry minimum of 16 days. And finally, our Debt Service Coverage Ratio goes from being out of compliance (below 2:1) for one year at .64:1 to being out of compliance for three years below the minimum. All of these factors would make it much less likely for GreenStar to obtain the necessary bank financing for our project. If we consider the fact that this project is necessary for the future of GreenStar co-op then it is reasonable to consider these abatements are also critical to the success of our cooperative business as a whole.

Lastly the current CIITAP boundary is immediately adjacent to the south end of the new GreenStar location at 770 Cascadilla street. Given the proximity to this boundary it seems appropriate that the City consider GreenStar for abatements subject to the CIITAP requirements. Even though the future GreenStar site is just slightly out of the current CIITAP boundary I believe we should be considered for CIITAP abatements due to our overwhelming alignment with the spirit of the CIITAP application process. GreenStar’s contribution to the local economy is enormous with $6 million annual paid to local farmers and vendors as well as an additional $7 million paid in wages and benefits to over 200 employees. This GreenStar expansion will add an additional 40 full-time equivalent jobs to our local economy. GreenStar is a homegrown business as well as a cooperative which has over 12,000 individual stakeholders as Owners of the cooperative. The overwhelming majority of Owners are residents of the City of Ithaca. GreenStar’s tireless community work on diversity and inclusion initiatives and affordable healthy food access is praised on a national level as leading the chart of change in our country. Our capacity to continue this good work would only increase with the expansion of our West End store.

I hope I have been able to thoroughly demonstrate the absolute necessity of abatements to the success of GreenStar’s cooperative market’s future.

Thank you for your kind consideration,

Brandon Kane
General Manager
GreenStar Cooperative Market, Inc.
CIITAP-Organic Nature-Size Requirement

FW: Estimate for Greenstar
Jason Crane [jcrane@edgerinc.com]
Sent: Friday, April 20, 2018 8:39 AM
To: Jennifer Kusznir; Lincoln Morse [lincmorse@gmail.com]; Brandon Kane [bkane@greenstar.coop]; Erik Amos [eamos@greenstar.coop]; Daniel Hoffman [danhoffmanlaw@gmail.com]
JoAnn Cornish; Lisa Nicholas; Nick Lambrou [nick@lambrourealestate.com]; Jodi Cc: Edger [jodiedger@edgerinc.com]; Roger Santos [rsantos@edgerinc.com]; Jessica Edger-Hillman [jessicaedger@edgerinc.com]; Costa Lambrou [cnl29@cornell.edu]

Jenifer,
Good morning. See email below from Jay Franklin regarding the assessment of the Greenstar project. If you take the current assessment of $2.8M less $3.7M it shows the project will increase at least $500k in value per the requirement of the CIITAP.
Sincerely,
Best Regards,
EDGER ENTERPRISES, INC.
Jason Crane
Controller

Phone: (607) 733-9664
Fax: (607) 733-3951
Cell: (607) 857-7054
www.edgerenterprises.com

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From: Jay Franklin [mailto:Jfranklin@tompkins-co.org]
Sent: Tuesday, February 27, 2018 2:05 PM
To: Jason Crane
Subject: Estimate for Greenstar

Jason,

Based upon the information that you provided, I have estimated the project at $3.7 million. This is based upon the information that you have provided to me.

Please let me know if you need anything else.

Thanks

Jay

Jay Franklin
Director of Assessment
Tompkins County Department of Assessment
128 E Buffalo St Ithaca NY 14850
607-274-5517
### CIITAP-Municipal Compliance-Organic Nature, LLC

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- Cash: [ ]

Received By: [Signature]
Sold By: [Signature]

APR 19 2018
PAID
This meeting was advertised in the Ithaca Journal on 4/21/18 and again on 4/30/18. It was also posted online on the Ithaca Journal website. Below is a copy of the media release that was distributed.

— MEDIA RELEASE —

City of Ithaca Community Investment Incentive Tax Abatement Program (CIITAP)
Public Information Session: 770 Cascadilla Street, Ithaca, NY—Organic Nature LLC

Day: April 30, 2018
Time: 5:30 PM
Place: Common Council Chambers, City Hall
       108 E. Green St., Ithaca

On April 30, 2018, the City of Ithaca will hold a Public Information Session for a proposed project to be located at 770 Cascadilla Street in Ithaca. The Public Information Session will begin at 5:30 PM, in the Common Council Chambers on the third floor of City Hall, 108 E. Green Street, Ithaca. In accordance with the City of Ithaca Community Investment Incentive Tax Abatement Program (CIITAP), the developer and project team will present information about the project and answer questions from the public.

The proposed project involves the relocation/expansion of GreenStar Co-op, including relocating both the retail facility at 701 West Buffalo Street and the classroom facility at 700 West Buffalo Street to a new consolidated facility to be located at 770 Cascadilla Street. The project will include a full renovation of the existing warehouse building at 770 Cascadilla Street and a demolition of a building at 750 Cascadilla Street, in order to create a 160 car parking area. The new retail facility will be approximately 16,500 SF and will include an additional 5,200 SF mezzanine level to house office functions, and approximately 13,000 SF of kitchen and event space.

For questions regarding this project, or to see the completed CIITAP application, please contact Jennifer Kusznir at jkusznir@cityofithaca.org, or 274-6550.

Department of Planning, Building, Zoning, & Economic Development
108 E. Green St., Third Floor, City of Ithaca (City Hall)
Ithaca, NY 14850
Office Hours: 8:30a.m.-4:30 p.m., M-F
**Introductions**
Jennifer Kusznir, Senior Planner  
Heather McDaniel, TCAD

**Project Team:**
- **Brandon Kane** - Green Star, General Manager and member of Expansion Committee  
- **Jason Crane** - Controller and CFO for Organic Nature, Controller Edger Enterprises and Organic Waterfront  
- **Lincoln Morse** - Managing Partner Organic Nature and Organic Waterfront, Morse Project Management - Principal  
- **Jodi Edger** - Managing Partner Organic Nature and Managing Partner Organic Waterfront, Edger Enterprises - Principal

**Public Attendance**
Laura Lewis, Council  
Jill Trip  
Zoe Becker  
Sheryl Swink  
4 Additional members of the public

**Project Approvals to Date**
Kusznir provided an overview of the project approval schedule:

- March 15, 2018 Site Plan Review Application Submitted  
- April 24, 2018 City of Ithaca Planning and Development Board declared itself as Lead Agency for the Environmental review for the project  
- May 22, 2018 Planning Board Public Hearing for the project  
- May 22, 2018 Planning Board Possible SEQR Determination  
- June 26, 2018– Possible SEQR and/or Site Plan Approval

**Overview of Community Investment Incentive Tax Abatement Program (CIITAP)**
Kusznir briefly summarized the City’s CIITAP process and the minimum size, density, location criteria, and municipal compliance. Minimum eligibility criteria are as follows:

- Minimum Size – Projects must be able to demonstrate that they will increase the assessed value of the property by at least $500,000  
- Minimum Density – Projects must be at least three stories in height or be a major restoration of an existing structure.
• Municipal Compliance Requirement- Project applicant cannot own or partially own any properties in the City that have any outstanding fees, violations or unpaid taxes.

• Local Labor Requirement--Applicant must commit to hire locally whenever possible. The City defines local as anyone residing in Tompkins or any of the 6 contiguous counties. In addition, if granted abatement, the applicant will be required to have the general contractor show proof of having solicited bids from local sub-contractors in all of the major trades required for the construction project. Once the project begins they will also be required to submit monthly reports of all workers on site with a summary of how many reside locally.

• Location Requirement – CIITAP normally requires that a project be located within the City Density District. The City has been exploring options for expanding the Density District to include the Waterfront districts. This project is located just outside of the current boundaries of the district, however, the City decided that this is a beneficial project to the Community that should be considered for CIITAP despite its location.

Overview of Tompkins County Industrial Development Agency (TCIDA)

McDaniel summarized the role of the IDA and the full application process. After a project receives City endorsement, the IDA has a preliminary meeting to review the application and schedules a public hearing. After the public hearing is held, the IDA has a subsequent meeting to review the comments received and consider the project for abatement.

Project Presentation

The project team presented a summary of the project. This project is located at 770 Cascadilla Street. The proposed project involves the relocation/expansion of GreenStar Co-op, including relocating both the retail facility at 701 West Buffalo Street and the classroom facility at 700 West Buffalo Street to a new consolidated facility to be located at 770 Cascadilla Street. GreenStar is a Cooperative store that first began in 1971. They opened their existing store on West Buffalo Street in 1992. They currently have 240 employees.

The proposed project will include a full renovation of the existing warehouse building at 770 Cascadilla Street and a demolition of a building at 750 Cascadilla Street, in order to create a 160 car parking area. The new retail facility will be approximately 16,500 SF and will include an additional 5,200 SF mezzanine level to house office functions, and approximately 13,000 SF of kitchen and event space.

Questions & Answers

Applicable questions from attendees and developer responses are summarized below, but are not recorded verbatim.

Public Comment: What percentage of GreenStar’s employees receive benefits?
Response: GreenStar offers benefits to all employees that work at least 20 hours a week. This is approximately 89% of all of the employees.
Public Comment: Has GreenStar performed surveys in order to determine if people will be willing to travel to this new location?

Response: Yes, GreenStar has completed two market studies for grocery stores and cooperative stores for this specific location but also surveyed 12,000 members and 93% of the membership responded and wanted the store to be relocated to this site.

Public Comment: This site has easier access than the current site. It also have easy access from the Community Gardens and the Farmer’s Market.

Public Comment: Are you projecting an increase in membership that will result from this move?

Response: Yes, in Lexington a coop was expanded and the membership went from 9,000 to 15,000 members. The GreenStar projections are estimating an increase from 12,000-14,000 members. The nearby residential development that is planned for the area is expected to further increase the membership.

Public Comment: Have you considered how you can link this project more with the water?

Response: The Developer has created a waterfront stakeholder group to discuss how to connect this project to the waterfront, how to make it more bike and pedestrian friendly, and how to get another safe rail crossing. All are welcome to attend these meetings and be a part of this group.

Public Comment: What will go into the building that currently contains the Space?

Response: That project will be announced within the next few months.
May 18, 2018

Ms. Heather McDaniel
Administrative Director
Tompkins County Industrial Development Agency
TCAD
401 East State/MLK Jr. Street
Ithaca, NY 14850

RE: CIITAP Diversity Policy

Dear Heather,

Please find enclosed a CIITAP Diversity Toolkit developed by the City’s Workforce Diversity Advisory Committee (WDAC) as a resource to assist CIITAP recipients meet City-recommended diversity and inclusion requirements.

In 2016 the City of Ithaca Common Council amended the City CIITAP policy to incorporate diversity and inclusion requirements for single-use corporate end-users, such as a hotel or bank. At that time, the City requested the TCIDA require CIITAP applicants to satisfy the City’s diversity and inclusion policy as a condition for approval of tax abatements. The City also requested the WDAC develop a resource toolkit to assist employers satisfy the City requirements, which has now been completed.

Now that the toolkit is available, the City looks forward to TCIDA’s deliberations to consider the City’s recommendation to incorporate diversity and inclusion requirements into the CIITAP incentive policy.

Sincerely,

Svante Myrick, Mayor

Attachments:
- CIITAP Diversity Toolkit
- 9/13/16 Common Council resolution
- Completed CIITAP reporting forms

Cc: J. Cornish
    D. Cogan
    N. Bohn
    J. Kusznir
    S. Michell-Nunn

*An Equal Opportunity Employer with a commitment to workforce diversification.*
Diversity & inclusion Requirements in the City of Ithaca Community investment Incentive Tax Abatement Program (CIITAP) – Resolution

By Alderperson Murtagh: Seconded by Alderperson Brock

WHEREAS, at the City’s request, the Tompkins County Industrial Development Agency (“IDA”) established a program to provide financial incentives for development of multi-story buildings in the greater downtown; and

WHEREAS, in 2015 the Mayor formed a working group to recommend reforms to CIITAP to:

A. Retain the program as an effective tool to incentivize smart growth and discourage sprawl and

B. Improve the program’s ability to deliver broad community benefits that may include:
   • An increased use of local labor;
   • An increase in living wage job creation;
   • More environmentally friendly building;
   • Increased economic opportunities for people of all backgrounds; and

WHEREAS, the City of Ithaca Common Council amended the City CIITAP policy to require documentation of the actual level of local construction labor participation on CIITAP projects and require solicitation of construction bids from local subcontractors utilized on CIITAP projects; and

WHEREAS, the IDA incorporated the City’s local construction labor requirements into the CIITAP program; and

WHEREAS, additional CIITAP requirements to enhance energy performance of buildings and require a developer contribution to a community benefit fund have received preliminary support from Common Council; and

WHEREAS, the Planning & Economic Development Committee has had substantial dialog with the City’s Workforce Diversity Advisory Committee (WDAC) regarding how to structure appropriate and reasonable diversity and inclusion requirements in the CIITAP policy; now, therefore be it

RESOLVED, That the City of Ithaca Common Council does hereby amend the City CIITAP policy to require applicants to satisfy the following diversity and inclusion requirements:
Diversity and Inclusion
In order to meet diversity requirements, single use project end-users (projects developed specifically for one corporate end-user such as a hotel or bank) must commit to the following:

A. Action:
   The single-use project end-user will:
   • Become active members of the Diversity Consortium of Tompkins County, attend the bi-annual Diversity Roundtable, and participate in the Diversity Consortium’s annual workshops and events. Active membership is defined as paying annual membership dues, attending a minimum of four meetings of the Consortium per calendar year, participating in at least two of the approximately six trainings offered per year and attending the bi-annual conference when offered;
   • Establish and implement management strategies for hiring, retention and promotion of women, people of color and people with disabilities for part-time, internship, and full-time positions at all levels of their organization with the goal of employing a workforce in which the number of women, people of color, and people with disabilities meets or exceeds a number in proportions equal to that of the population of the City of Ithaca demographics;
   • Identify and implement specific actions designed to reduce and address unconscious workplace biases, such as annual staff training; and,

B. Reporting:
The single-use project end-user will provide to both the IDA and the Workforce Diversity Advisory Committee, on March 1st of each year of the abatement period, annual reports detailing:

• Workforce diversity goals, and strategies utilized each year to increase hiring, retention and promotion of women, people of color, and people with disabilities;
• Actions taken to reduce and address unconscious workplace biases;
• Workforce demographics by gender, race/ethnicity, age, disability, job class and gender, and job class and race/ethnicity; and
• Compliance with active participation in the Diversity Consortium; and, be it further

RESOLVED, That the above CIITAP diversity and inclusion requirements not be subject to the IDA recapture policy in recognition that adoption and implementation of workforce diversity and inclusion strategies is more an on-going process than an easily measured outcome; and, be it further
RESOLVED, That the Common Council hereby requests the Tompkins County Industrial Development Agency (IDA) require CIITAP applicants, and their single-use project end-users, to satisfy the City's diversity and inclusion policy as a condition of approval; and, be it further

RESOLVED, The Common Council hereby recommends the IDA apply similar diversity and inclusion requirements as a condition for approval of tax abatements on a county-wide basis; and, be it further

RESOLVED, That the City Workforce Diversity Advisory Committee (WDAC) is hereby requested to develop a workforce diversity and inclusion resource toolkit to assist employers in meeting CIITAP diversity and inclusion requirements; and, be it further

RESOLVED, That the City CIITAP application be expanded to require any applicant for a single-use end-user project to describe their strategy for ensuring diversity in hiring.

Carried Unanimously

STATE OF NEW YORK
COUNTY OF TOMPKINS SS:
CITY OF ITHACA

I, Sarah L. Myers, Acting City Clerk of the City of Ithaca, do hereby certify that the foregoing resolution is a true and exact copy of a resolution duly adopted by the Common Council of said City of Ithaca at a regular meeting held on the 7th day of September, 2016, and that the same is a complete copy of the whole of such resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the Corporate Seal of the City of Ithaca, this 13th day of September, 2016.

[Signature]
Sarah L. Myers, Acting City Clerk
City Clerk
City of Ithaca, New York
**CIITAP Annual Self-Reporting Forms – Diversity & Inclusion**

**CIITAP Applicant Name:**                    **Date:**

**CIITAP Project Name:**

<table>
<thead>
<tr>
<th>Due date:</th>
<th>March 1st</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period:</td>
<td>Prior Calendar Year</td>
</tr>
<tr>
<td>Public Record Note:</td>
<td>This report may be made available for public inspection. Do not include confidential information in your responses.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CIITAP REQUIREMENT</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Have you provided workforce diversity goals on the following page?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Have you provided workforce diversity strategies on the following page?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Have you provided actions taken to address unconscious workforce bias on the following page?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Have you completed and submitted the workforce demographic profile?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Have annual DCTC dues for the prior calendar year been paid?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Has a representative from your firm attended at least 4 meetings of the DCTC in the prior calendar year?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Has a representative from your firm participated in at least 2 DCTC trainings offered in the prior calendar year?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Has a representative from your firm attended the bi-annual DCTC conference (if held)?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**If you answered “No” to any of the above questions please explain why:**

---

96
Identify workforce diversity goals to increase hiring, retention, and promotion of women, people of color, and people with disabilities:

Identify workforce diversity strategies utilized in the prior calendar year:

Identify actions taken to reduce and address unconscious workplace biases in the prior calendar year:

Do you seek technical assistance on diversity and inclusion workforce initiatives?

**Certification**
I certify that the information provided is true and accurate to the best of my knowledge.

**Name:**

**Title:**

Attach workforce demographic profile and submit to both the Tompkins County Industrial Development Agency (TCIDA) and the City of Ithaca.
### Workforce Demographic Profile

Data accurate as of: 

CIITAP Applicant Name:  
CIITAP Project Name:  

Identity of Employer for Reported Workforce Data (fill in one name below)  
Employer:  

#### Employer Workforce Data

<table>
<thead>
<tr>
<th>Permanent Employees</th>
<th>Company Workforce</th>
<th>Community Comparisons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>Permanent Employees, by Gender</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Female</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Non-binary</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Permanent Employees, by Race</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>White</td>
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<td>#DIV/0!</td>
</tr>
<tr>
<td>Black or African American</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>American Indian or Alaskan Native</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Asian</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Some other race</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Two or more races</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Hispanic or Latino (of any race)</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Permanent Employees, by Ethnicity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic or Latino origin (of any race)</td>
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<td>#DIV/0!</td>
</tr>
<tr>
<td>Not Hispanic or Latino</td>
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<tr>
<td><strong>Total</strong></td>
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<tr>
<td><strong>Permanent Employees, by Age</strong></td>
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</tr>
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<td>&lt;25</td>
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<td>65+</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Permanent Employees, by Disability</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled</td>
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<td>#DIV/0!</td>
</tr>
<tr>
<td>Not Disabled</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Permanent Employees, by FT Status</strong></td>
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<td></td>
</tr>
<tr>
<td>Full-time</td>
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<td>#DIV/0!</td>
</tr>
<tr>
<td>Part-time</td>
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<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0</td>
<td>#DIV/0!</td>
</tr>
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</table>

Source for community labor force estimates: 2007-2011 American Community Survey, reported by the Cornell Program on Applied Demographics  
Source for population demographics: 2010 Decennial Census
### Workforce Demographic Profile (continued)

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<thead>
<tr>
<th>Job Categories</th>
<th>Job Class</th>
<th>Gender</th>
<th>Ethnicity</th>
<th>Race</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>Female</td>
<td>Male</td>
<td>Non-binary Hispanic</td>
</tr>
<tr>
<td>Executives and Managers</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Clerical Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (semi-skilled)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (unskilled)</td>
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<td></td>
</tr>
<tr>
<td>Service workers</td>
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</tr>
<tr>
<td>Totals</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Certification**

I certify that the employment data provided is true and accurate to the best of my knowledge.

Print Name:  
Title:  
Signature:
City of Ithaca Diversity Toolkit for CIITAP Applicants
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   2. Establish and implement management strategies for hiring, retention, and promotion.
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Executive Summary

The American population is becoming increasingly diverse. Consequently, employers need to be prepared to welcome and include individuals of all races, ages, and abilities in their workforce. While we are asking that you collect information and report on the hiring, promotion, and retention of specific under-represented groups, you are encouraged to also provide opportunities for individuals from additional diverse categories (e.g. transgender, individuals with criminal records, etc.)

The Business Case: Why You Should Care About Diversity and Inclusion

❖ Organizations with diverse and inclusive environments enhance their reputation with job seekers, allowing them to attract the best workers.

❖ Employees who feel included, valued, and rewarded are more engaged and motivated. A worldwide survey of 3 million employees found that creating an inclusive environment was a key driver in employee engagement and commitment, and enhanced organizational performance.

❖ Greater employee engagement reduces turnover. A 2008 study by Gallup Management Group revealed that engaged employees had 51% lower turnover on average, compared to less engaged workers.

❖ In constantly changing environments, every situation brings new challenges. Diverse and inclusive workforces harness employee talent to see situations through various perspectives and identify innovative solutions.

❖ Diverse workplaces demonstrate dynamic decision making inclusive of diverse views and experiences.

❖ A diverse, inclusive workforce is better able to reflect and respond to the needs of an array of current and potential customers.
The Toolkit: Its Purpose and Use

This toolkit is designed to help you realize these and other benefits for your business while complying with the CIITAP requirements for the inclusion of women, people of color, individuals with disabilities, and members of other diverse groups in your workforce.

CIITAP Requirements for Diversity and Inclusion

In 2016, the City of Ithaca Common Council voted to incorporate diversity and inclusion requirements into CIITAP for single-use end users such as hotels and corporate headquarters. In order to satisfy these requirements, the single-use project end users must commit to the following:

1. Be an active member of the Diversity Consortium of Tompkins County.

   Active membership is defined as:
   √ Pay annual membership dues
   √ Attend a minimum of four meetings of the Diversity Consortium per calendar year
     - Attend the bi-annual Diversity Roundtable
     - Participate in at least two of the Diversity Consortium’s workshops and events

2. Establish and implement management strategies for hiring, retention, and promotion.

   The goal is to hire, retain, and promote diverse workers for full-time, part-time, and internship positions at all levels of the organization, such that the number of women, people of color, and people with disabilities employed by the organization meets or exceeds the proportions of these groups within the City of Ithaca’s population.

3. Identify and implement specific actions designed to reduce and address unconscious workplace biases, such as through annual staff training.

   The goal is to review and ensure that management and staff are aware of the existence and impacts unconscious bias has on workplace culture and service delivery, creating an inclusive environment for staff, customers, and clients. Is your company supporting its employees in all ways? Are your products and services accessible to the entire community or only a select

---

1 See Resources for information on the Diversity Consortium of Tompkins County
2 Population demographics available from the Diversity Consortium of Tompkins County or http://www.census.gov/quickfacts/table/PST045215/3638077
subset? The Diversity Consortium of Tompkins County can provide guidance and training opportunities on these important topics.

4. Annual Reporting

As a CIITAP single-use project end user you must provide both the IDA and the Workforce Diversity Advisory Committee an annual report of your actions and workforce demographics.

Path to Successfully Meeting CIITAP Requirements

Establish a business case for diversity and inclusion: 3 Steps:

Step 1: Identify your organization’s need for a diverse and inclusive workplace.

The business case demonstrates the financial benefits of a diverse and inclusive workforce and positive impact on your customer base.

What diverse groups are missing from or minimally represented in your current workforce? How might your organization benefit from the experiences, talents, and perspectives of a diverse workforce?

Step 2: Have a clear vision of what your organization wants to achieve in terms of diversity and inclusion.

Define the desired outcomes.

For example, do you want to improve service delivery to customers? Improve employee engagement and retention? Facilitate penetration into a new market?

Questions to consider in establishing a business case

What are the key priorities of your organization in the next 3-5 years? (e.g.: market expansion, branding, etc.)

Is your current workforce well poised to help your organization achieve its priorities?

What are the key challenges/opportunities facing your organization? Some areas to consider include:

- Market knowledge (e.g. to deepen understanding of clients and markets)
- Staff retention and engagement issues (e.g. low staff morale, high turnover rate)
- Staff effectiveness and cohesion (e.g. productivity, silo mentality)
- Staff recruitment (e.g. difficulty recruiting the right people)
- Cost containment and/or financial performance

How will more effective diversity management benefit your organization and help you achieve your objectives?

What are the consequences of inaction?
Step 3: Develop a diversity and inclusion plan.

Creating a plan is essential to ensuring that diversity and inclusion become integral to your organization’s functions and fulfills its mission.

✓ Asses Your Diversity Management Strategies

This is where foundational pieces are reviewed. Does leadership have buy-in? What is your organizational culture? What systems are in place or need to be put in place to support diversity and inclusion? Leadership must champion the organization’s vision and expectations through role modeling, advocacy, communications, employee development, departmental infrastructure, and systems accountability.

✓ Assess Implicit/Unconscious Bias

Unconscious bias in the workplace can unknowingly hinder diversity recruitment and retention efforts along with service delivery. To test your unconscious bias, see below.³

Biases are pervasive, and we all have them! They don’t always match up with our stated beliefs. Generally, we tend to hold biases that favor the social identity groups (race, gender, age, etc.) to which we belong. Because implicit/unconscious biases can influence behavior, they can unknowingly hinder diversity and recruitment and retention efforts, and negatively impact service delivery. The good news is that biases can be changed!

³ If you would like to get a sense of your own implicit biases, you may want to take one or more of the free Project Implicit Tests™ at https://implicit.harvard.edu/implicit/takeatest.html.
✔ **Identify Workforce Goals and Strategies**

One of the keys to the long-term success of a diversity program is to develop a diversity strategy using the same deliberate goal-setting process used to formulate traditional business-related goals. What is the goal of diversity at your organization? How broad is your diversity focus? Strategic plans around diversity should include quantitative goals along with specific timelines for reaching benchmarks and measuring progress, all of which provide direction and promote action by employees. And having a well-defined strategy will help your business attain its goals, whether those goals are to provide better service to clients, create a more inclusive workplace culture, recruit and retain highly-qualified and talented diverse employees, and/or implement programs which will create a pipeline of talent for the future.

✔ **Develop and Implement Plan**

Develop an action plan including who is responsible for each action and when it will be implemented. Provide an estimate of the resources (e.g. manpower, cost) needed to carry out the initiatives. Establish measures of what success looks like.

✔ **Assess Progress and Sustain Changes**

Monitor progress and timelines. Check in regularly to review outcomes. Sometimes check-ins will reveal a change of course is needed. Establish processes and procedures to sustain changes achieved.

**Self-Assessments for Planning, Implementation, and Sustainability of Diversity and Inclusion Efforts**

The following self-assessment checklists will assist your organization in managing your diversity and inclusion initiatives. The checklists will help you navigate the planning, implementation, and sustainability phases. Each phase builds upon the previous phase(s).
PHASE 1: Planning and Preparation

In the planning phase you are preparing your organization to most effectively engage in the areas of diversity and inclusion.

<table>
<thead>
<tr>
<th>DIVERSITY &amp; INCLUSION COMPONENTS</th>
<th>Yes</th>
<th>No</th>
<th>Observations/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Leadership Support and Commitment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Our leadership models and articulates our commitment to workplace diversity and inclusion through our actions and communications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Our organization is an active member of the Diversity Consortium of Tompkins County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Our leadership has activated a Diversity team/committee/council</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Our leadership has designated sufficient resources (funding, technology, expertise, and policies) to accomplish diversity goals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>We have a strategy in place to ensure buy-in from key influencers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Strategic Plan for Diversity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadership has put in place an explicit vision and strategy to promote workplace inclusion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The organization has concrete and measurable goals on what we want to achieve in workplace inclusion. This could include demographic targets linked to recruitment/promotion, targets of workplace culture, or targets linked to business outcomes (e.g. sales, customer satisfaction)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The organization has appointed senior executives, who look into reviewing and introducing policies and practices to promote workplace inclusion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The organization has set aside a dedicated budget for initiatives to promote workplace inclusion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The organization has developed ongoing recruitment, retention, and career development opportunities that target culturally diverse individuals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III. Organizational Buy-In</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The business case for workplace diversity and inclusion is clearly articulated and communicated to the workforce</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>An internal and external communication plan is in place</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV. Assessment and Evaluation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baseline needs assessment conducted (e.g. climate survey, focus groups)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Organization’s Leadership collects and analyzes demographic and statistical information for use in planning and policy development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadership shall be evaluated on their cultural competence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research best practices to identify proven approaches</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>V. Organizational Policies and Practices</td>
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</tr>
<tr>
<td>Reviewed policies and practices for cultural competence</td>
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</tr>
<tr>
<td>Reviewed recruitment and hiring practices for cultural competence</td>
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</tr>
<tr>
<td>Reviewed retention rates and practices</td>
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</tr>
<tr>
<td>VI. Training and Learning Support</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Identified expert trainers for Diversity and Inclusion training and development</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ In areas indicated with a “NO” response it is essential for management to implement strategies to achieve a “YES”.
✓ Continue to work on these planning and preparation goals while proceeding onto Phase 2: Implementation.
PHASE 2: Implementation

During this phase your institution is carrying out and executing the plan. It is the practice of going from development to “Going Live.”

Scale of Measurement: The scale of measurement is from 1 to 5 with five representing the highest score. The purpose of the scale is to identify to the best of your knowledge where your organization is in the development/implementation phase of each one of these components.

1 = not at all
2 = have but in name only
3 = in the early stages of development
4 = developed but not fully implemented
5 = completely developed and implemented

<table>
<thead>
<tr>
<th>DIVERSITY &amp; INCLUSION COMPONENTS</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>Observations/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Leadership Support and Commitment</td>
<td></td>
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<tr>
<td>Our leadership actively seeks resources to assist in implementation process of our strategic plan</td>
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<tr>
<td>Our leadership receives ongoing coaching for cultural competence</td>
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<tr>
<td>Our leadership is held accountable for success of our Diversity Initiative</td>
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<tr>
<td>II. Strategic Plan for Diversity</td>
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<tr>
<td>Our action plan is approved by leadership</td>
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<tr>
<td>Our departments actively implement strategic diversity goals</td>
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<tr>
<td>III. Organizational Buy-In</td>
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<tr>
<td>Diversity is a standing agenda item at our meetings and events</td>
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<tr>
<td>We regularly participate in community outreach efforts to support diverse populations</td>
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<tr>
<td>IV. Assessment and Evaluation</td>
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<tr>
<td>We have developed a process for evaluating the effectiveness of our efforts in implementing our Strategic Plan (training, events, and committee progress reports) to determine if the action plan achieves the goals previously set.</td>
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<tr>
<td>V. Organizational Policies and Practices</td>
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<tr>
<td>Our policies and practices are customized to support diversity and inclusion values</td>
<td></td>
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<tr>
<td>We implement supplier diversity policies and practices</td>
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<tr>
<td>We are culturally competent in our recruitment and hiring practices</td>
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<tr>
<td>We are culturally competent in our retention and professional development practices</td>
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<tr>
<td>VI. Training and Learning Support</td>
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<tr>
<td>Our leadership receives regular Diversity and Inclusion training</td>
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<tr>
<td>Our supervisors receive regular Diversity and Inclusion training</td>
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<tr>
<td>Our staff receives regular Diversity and Inclusion training</td>
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</tbody>
</table>

Upon reviewing your self-assessment, any score of 4 or below in a category (i.e. Leadership Support and Commitment, Strategic Plan for Diversity, etc.) indicates areas in need of development before moving onto the Sustainability phase of that category. The Diversity Consortium can advise your organization in fulfilling each component.
PHASE 3: Sustainability

During this phase, practices that were implemented continue and become organic to the organization.

Scale of Measurement: The scale of measurement is from 1 to 5 with five representing the highest score. The purpose of the scale is to identify to the best of your knowledge where your organization is in the development/implementation phase of each one of these components.

1 = not at all
2 = have but in name only
3 = in the early stages of development
4 = developed but not fully implemented
5 = completely developed and implemented

<table>
<thead>
<tr>
<th>DIVERSITY &amp; INCLUSION COMPONENTS</th>
<th>1</th>
<th>2</th>
<th>3</th>
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<th>5</th>
<th>Observations/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Leadership Support and Commitment</td>
<td></td>
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<tr>
<td>Our leadership provides continuous visible support</td>
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<tr>
<td>Our diversity and inclusion officer/team/committee is permanently integrated into our organizational structure</td>
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<tr>
<td>Our organization commits sufficient resources to achieve long-term goals</td>
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<tr>
<td>II. Strategic Plan for Diversity and Inclusion</td>
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<tr>
<td>We regularly re-evaluate our goals to determine if our plan is still relevant and if new goals are needed.</td>
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<tr>
<td>Our Strategic Plan is updated to reflect current implementation strategies to achieve long-term goals</td>
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<tr>
<td>III. Organizational Buy-In</td>
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<tr>
<td>Diversity and inclusion competencies are embedded in our staff performance review process</td>
<td></td>
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<tr>
<td>We regularly measure and display our diversity and inclusion progress</td>
<td></td>
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<tr>
<td>We regularly celebrate our diversity and inclusion successes</td>
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<tr>
<td>IV. Assessment and Evaluation</td>
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<tr>
<td>Our organization’s processes are evaluated for their impacts on diversity and inclusion</td>
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<tr>
<td>We evaluate each employee’s performance with regards to their diversity and inclusion responsibilities</td>
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<tr>
<td>V. Organizational Policies and Practices</td>
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<tr>
<td>All our new policies and practices are aligned with our diversity and inclusion goals</td>
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<tr>
<td>We review the implementation of our supplier diversity policies and practices</td>
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<tr>
<td>We review our recruitment and hiring practices for cultural competency</td>
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<tr>
<td>VI. Training and Learning Support</td>
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<tr>
<td>We provide diversity and Inclusion training for all new hires</td>
<td></td>
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<tr>
<td>We provide ongoing skill building (conflict resolution, communication)</td>
<td></td>
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<tr>
<td>We provide specialized training for frontline staff</td>
<td></td>
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<tr>
<td>We provide ongoing learning support for all staff</td>
<td></td>
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<tr>
<td>We provide culture-specific training for all staff</td>
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</tbody>
</table>

Upon reviewing your self-assessment, any score of 4 or below indicates areas in need of development. The Diversity Consortium can advise your organization in fulfilling each component.
PHASE 4: Review and Assessment

A vibrant and healthy diversity and inclusion plan requires an ongoing organizational effort to reveal and eliminate cultural and structural barriers to diversity and inclusion in the workplace.

The self-assessments and phases outlined in this toolkit are designed to provide a framework for evaluating and re-evaluating your organization’s progress in achieving your diversity and inclusion goals as your community, organization, and workplace evolves.

Resources

Diversity Consortium of Tompkins County, Inc.
(http://diversityconsortium.org/home.aspx)
P. O. Box 6714
Ithaca, NY 14851-6714
Please contact us at: administrator@diversityconsortium.org

Equal Employment Opportunity Commission (EEOC)
(https://www1.eeoc.gov/) 800-669-4000

Northeast ADA Center
(http://www.northeastada.org/) provides information, referrals, resources and training on equal opportunity for individuals with disabilities and on the Americans with Disabilities Act to individuals and organizations in New York, New Jersey, Puerto Rico, and the U.S. Virgin Islands. The Center does not enforce the law; information and materials provided by the Center is intended solely as informal guidance and are not a determination of your legal rights or responsibilities. All communication with the Center is confidential. Contact at 800.949.4232 or northeastada@cornell.edu

Sample Voluntary Self-Identification of Disability Forms
See page 13

Workplace Diversity Management Toolkit and Manager’s Guide
Glossary

**Business Case:** A type of decision-making tool used to determine the effects a particular decision will have on the business. It describes the benefits, costs, and impact.

**Cultural Competence:** Knowledge, awareness, and interpersonal skills that allow individuals to increase their understanding, sensitivity, appreciation, and responsiveness to cultural differences and the interactions resulting from them. The particulars of acquiring cultural competency vary among different groups, and they involve an ongoing relational process tending to inclusion and trust-building. A process of learning that leads to the ability to effectively respond to the challenges and opportunities posed by the presence of social cultural diversity in a defined social system.

**Disability:** You are considered to have a disability under the Americans with Disabilities Act if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition.

**Diversity:** The inclusion, integration, awareness, and appreciation of various cultures within a workforce and the opportunity for the maximum utilization of individual members' talents, skills, and perspectives with a view towards increasing the organization's productivity.

**Diversity and Inclusion Plan:** The mission, goals, objectives, and strategies that serve as a living road map for incorporating diversity and inclusion in an organization.

**Diversity Officer/Representative:** A highly placed individual within the organization who has the authority and responsibility to implement the Diversity Plans.

**Gender:** Gender refers to individual and cultural understandings of behaviors, roles, feelings, and activities. Unlike sex category, biological factors do not determine gender. However, our current sex/gender system links sex to gender through the naturalization and enforcement of gender conventions and norms. The conflation of sex and gender identifies masculinity and femininity as the “natural” and “normal” gender expressions for people assigned male and female respectively. Certainly this is an accurate way to explain how some people experience gender, but it does not accurately reflect all of our experiences. Some genders include masculine, feminine, genderqueer (queer, fluid, or non-binary gender identity); agender (neutral or non-existent gender identity and/or expression); cismale gender (gender identity and/or expression that is “cis,” or “on the same side as” assigned sex category); and transgender (any gender identity or expression that differs from sex assignment). Trans refers to a range of non-cisgender identities, including transgender and transsexual.

**KEY THINGS TO KNOW:**
- Gender does not refer to sex category and gender is not the natural result of sex. Recognizing “sex” and “gender” as discrete categories allows us to affirm all gender expressions irrespective of assigned sex.
- The sex binary assumes that all bodies are easily assigned to one of two sex categories, male or female, even when sex asymmetries are present (for example, an individual with male chromosomes and female sex organs). Cultural norms determine which physical characteristics are fundamental to legal sex category assignment.
• Sex assignment gives us a legal sex. Some (but certainly not all) trans people want the right to change their legal sex to affirm their gender identity and/or for legal rights and protections. Laws and legal processes for the regulation of sex category vary state by state.

• Trans people, like cisgender people, should be given the right to privacy. Inquiries about anyone’s genitals (outside of intimate or medical spaces) are serious invasions of privacy and might count as harassment.

• You can ask people how they identify if you are unsure of how to address them. Similarly, if you are unsure of what pronouns to use, just ask.

Implicit/Unconscious Bias: Thoughts and feelings are “implicit” if we are unaware of them or mistaken about their nature. We have a bias when, rather than being neutral, we have a preference for (or aversion to) a person or group of people. Thus, we use the term “implicit bias” to describe when we have attitudes towards people or associate stereotypes with them without our conscious knowledge. A fairly commonplace example of this is seen in studies that show that people will frequently associate criminality with black people without even realizing they’re doing it.

Inclusive Language: Words or phrases that include all potential audiences from any identity group. Inclusive language does not assume or connote the absence of any group. An example of gender inclusive language is using “police officers” instead of “policemen.”

Inclusion: The act of creating environments in which any individual or group can be and feel welcomed, respected, supported, and valued to fully participate. An inclusive and welcoming climate embraces differences and offers respect in words and actions for all people.

Key Stakeholder: Stakeholders are those who may be affected by or have an effect on an effort. Key stakeholders are important within or to an organization, agency, or institution engaged in the planning effort and can have either a positive or negative impact. They have the information you need, or other important resources for solving the problem. Getting and keeping key stakeholders on board is one of the most important aspects of any project. Key stakeholders may be those who increase the credibility of your efforts; implement the interventions central to the effort; advocate for changes to institutionalize the effort; and/or fund/authorize continuation or expansion of the effort.

Mission and Vision: Mission answers the question “Why do we exist?” Vision answers the question “What will the future look like as we fulfill our mission? What will be different?” While mission is about today, vision is about the future, what we will become. The mission is written in a short, concise statement. The mission’s meaning should be able to be understood in one or two sentences. The vision needs to be more than a statement. It should be a description. This description may be a paragraph or a whole page. It should paint a picture of the future that will come to be as we carry out our mission.

Race and/or Ethnicity: Any individual from the following racial and/or ethnic groups:
  - Black: Having origins in any of the Black racial groups of Africa or the Cape Verde Islands.
  - Hispanic (Latino/a): Mexican, Puerto Rican, Cuban, Central, or South America, or other Spanish culture or origin, regardless of race.
  - Asian or Pacific Islander: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
  - Native American: Having origins in any of the original peoples of North America, and maintaining cultural identification through tribal affiliations or community recognition.
Voluntary Self-Identification of Disability

Why are you being asked to complete this form?

As a participant in the CIITAP, we are committed to reach out to, hire, and provide equal opportunity to qualified people with disabilities. To help us measure how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for a job, any answer you give will be kept private and will not be used against you in any way.

If you already work for us, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our employees to complete this form every year.

Please know that you will not be punished in any way if you choose to self-identify as having a disability now and had not identified as having a disability earlier.

YOU ARE ONLY ASKED TO INDICATE YES OR NO ON THIS FORM; PLEASE DO NOT PROVIDE ANY SPECIFIC INFORMATION ABOUT ANY DISABILITIES YOU MAY HAVE.

How do I know if I have a disability?

You are considered to have a disability under the Americans with Disabilities Act if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition.

Disabilities include, but are not limited to:

<table>
<thead>
<tr>
<th>Disability</th>
<th>Disability</th>
<th>Disability</th>
<th>Disability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blindness</td>
<td>Autism</td>
<td>Bipolar disorder</td>
<td>Post-traumatic stress disorder</td>
</tr>
<tr>
<td>Deafness</td>
<td>Cerebral palsy</td>
<td>Major depression</td>
<td>Obsessive compulsive disorder</td>
</tr>
<tr>
<td>Cancer</td>
<td>HIV/AIDS</td>
<td>Multiple sclerosis</td>
<td>Impairments requiring the use of a</td>
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<td></td>
<td></td>
<td>(MS)</td>
<td>wheelchair</td>
</tr>
<tr>
<td>Diabetes</td>
<td>Schizophrenia</td>
<td>Missing limbs or</td>
<td>Intellectual disability (previously</td>
</tr>
<tr>
<td>Epilepsy</td>
<td>Muscular dystrophy</td>
<td>partially missing</td>
<td>called mental retardation)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>limbs</td>
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</table>

Please check one of the boxes below:

☐ YES, I HAVE A DISABILITY (or previously had a disability)
☐ NO, I DON’T HAVE A DISABILITY
☐ I DON’T WISH TO ANSWER

__________________________________________  ______________________________________
Your Name                                      Today’s Date
Voluntary Self-Identification of Disability

Reasonable Accommodation Notice

NY Human Rights Law requires employers with 4 or more employees to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform your job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, using a sign language interpreter, or using specialized equipment. PLEASE NOTE THAT THIS VOLUNTARY SELF-IDENTIFICATION FORM IS NOT CONSIDERED A FORMAL REQUEST FOR REASONABLE ACCOMMODATION. IF YOU HAVE A DISABILITY AND WOULD LIKE TO REQUEST A REASONABLE ACCOMMODATION PLEASE CONTACT (Employer to insert accommodation request contact here. Ideally this would be someone in HR, not a supervisor or other individual who is involved in evaluating the employee.)

This form is a modified version the U.S. Department of Labor’s Voluntary Self-Identification of Disability Form CC-305 OMB Control Number 1250-0005, created specifically for the CIITAP Toolkit, for business that do not have federal contracts totaling $10,000 or more. If your business has federal contracts of $10,000 or more, please use the required federal form found at - https://www.dol.gov/ofccp/regs/compliance/sec503/Self_ID_Forms/VoluntarySelf-ID_CC-305_ENG_IRF_QA_508c.pdf
## CIITAP Annual Self-Reporting Forms – Diversity & Inclusion

**CIITAP Applicant Name:**                    **Date:**  

**CIITAP Project Name:**

**Due date:**  **March 1st**  

**Reporting Period:**  **Prior Calendar Year**

**Public Record Note:** This report may be made available for public inspection. Do not include confidential information in your responses.

<table>
<thead>
<tr>
<th>CIITAP REQUIREMENT</th>
<th>YES</th>
<th>NO</th>
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</thead>
<tbody>
<tr>
<td>1. Have you provided workforce diversity goals on the following page?</td>
<td></td>
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</tr>
<tr>
<td>2. Have you provided workforce diversity strategies on the following page?</td>
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<tr>
<td>3. Have you provided actions taken to address unconscious workforce bias on the following page?</td>
<td></td>
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</tr>
<tr>
<td>4. Have you completed and submitted the workforce demographic profile?</td>
<td></td>
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<tr>
<td>5. Have annual DCTC dues for the prior calendar year been paid?</td>
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<tr>
<td>6. Has a representative from your firm attended at least 4 meetings of the DCTC in the prior calendar year?</td>
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<tr>
<td>7. Has a representative from your firm participated in at least 2 DCTC trainings offered in the prior calendar year?</td>
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<tr>
<td>8. Has a representative from your firm attended the bi-annual DCTC conference (if held)?</td>
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</tbody>
</table>
If you answered “No” to any of the above questions please explain why:

Identify workforce diversity goals to increase hiring, retention, and promotion of women, people of color, and people with disabilities:

Identify workforce diversity strategies utilized in the prior calendar year:

Identify actions taken to reduce and address unconscious workplace biases in the prior calendar year:

Do you seek technical assistance on diversity and inclusion workforce initiatives?

Certification

I certify that the information provided is true and accurate to the best of my knowledge.

Name:

Attach workforce demographic profile and submit to both the Tompkins County Industrial Development Agency (TCIDA) and the City of Ithaca.
## Workforce Demographic Profile

**CIITAP Applicant Name:**

**CIITAP Project Name:**

Identity of Employer for Reported Workforce Data (fill in one name below)

**Employer:**

<table>
<thead>
<tr>
<th>Employer Workforce Data</th>
<th>Company Workforce</th>
<th>Community Comparisons</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Permanent Employees</td>
<td>Labor Force Estimates</td>
</tr>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td><strong>Permanent Employees, by Gender</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>53%</td>
<td>51%</td>
</tr>
<tr>
<td>Female</td>
<td>47%</td>
<td>49%</td>
</tr>
<tr>
<td>Non-binary</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Permanent Employees, by Race</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>White</td>
<td>76%</td>
<td>86%</td>
</tr>
<tr>
<td>Black or African American</td>
<td>5%</td>
<td>3%</td>
</tr>
<tr>
<td>American Indian or Alaskan</td>
<td>1%</td>
<td>0%</td>
</tr>
<tr>
<td>Native</td>
<td>13%</td>
<td>7%</td>
</tr>
<tr>
<td>Asian</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>Some other race</td>
<td>3%</td>
<td>2%</td>
</tr>
<tr>
<td>Two or more races</td>
<td>NA</td>
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<td>Hispanic or Latino (of any race)</td>
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<td><strong>Permanent Employees, by Ethnicity</strong></td>
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### Permanent Employees, by Age

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<th>25-44</th>
<th>45-64</th>
<th>65+</th>
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### Permanent Employees, by FT Status

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</table>

Source for community labor force estimates: 2007-2011 American Community Survey, reported by the Cornell Program on Applied Demographics

Source for population demographics: 2010 Decennial Census
Bibliography


CIITAP Annual Self-Reporting Forms – Diversity & Inclusion

CIITAP Applicant Name:                      Date:

CIITAP Project Name:                      

**Due date:** March 1st  
**Reporting Period:** Prior Calendar Year  
**Public Record Note:** This report may be made available for public inspection. Do not include confidential information in your responses.

<table>
<thead>
<tr>
<th>CIITAP REQUIREMENT</th>
<th>YES</th>
<th>NO</th>
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<tr>
<td>1. Have you provided workforce diversity goals on the following page?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Have you provided workforce diversity strategies on the following page?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Have you provided actions taken to address unconscious workforce bias on the following page?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Have you completed and submitted the workforce demographic profile?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Have annual DCTC dues for the prior calendar year been paid?</td>
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<td></td>
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<tr>
<td>6. Has a representative from your firm attended at least 4 meetings of the DCTC in the prior calendar year?</td>
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<tr>
<td>7. Has a representative from your firm participated in at least 2 DCTC trainings offered in the prior calendar year?</td>
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<tr>
<td>8. Has a representative from your firm attended the bi-annual DCTC conference (if held)?</td>
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If you answered “No” to any of the above questions please explain why:

---

120
Identify workforce diversity goals to increase hiring, retention, and promotion of women, people of color, and people with disabilities:

Identify workforce diversity strategies utilized in the prior calendar year:

Identify actions taken to reduce and address unconscious workplace biases in the prior calendar year:

Do you seek technical assistance on diversity and inclusion workforce initiatives?

Certification
I certify that the information provided is true and accurate to the best of my knowledge.

Name:

Title:

Attach workforce demographic profile and submit to both the Tompkins County Industrial Development Agency (TCIDA) and the City of Ithaca.
# Workforce Demographic Profile

Data accurate as of: 

**CIITAP Applicant Name:**  

**CIITAP Project Name:**  

Identity of Employer for Reported Workforce Data (fill in one name below)  

**Employer:**

## Employer Workforce Data

### Permanent Employees

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### Permanent Employees, by Disability

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### Permanent Employees, by FT Status

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Source for community labor force estimates: 2007-2011 American Community Survey, reported by the Cornell Program on Applied Demographics  
Source for population demographics: 2010 Decennial Census
## Workforce Demographic Profile (continued)

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<td>Technicians</td>
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<td>Sales Workers</td>
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<tr>
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<tr>
<td>Craft Workers (skilled)</td>
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<tr>
<td>Operatives (semi-skilled)</td>
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<tr>
<td>Laborers (unskilled)</td>
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<td>Service workers</td>
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<td>Totals</td>
<td>0</td>
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</table>

**Certification**

I certify that the employment data provided is true and accurate to the best of my knowledge.

Print Name:

Title:

Signature:
**JOB CATEGORIES**

**Officials and managers:**
Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

**Professionals:**
Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, design engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.

**Technicians:**
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

**Sales:**
Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

**Office and clerical:**
Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

**Craft Workers (skilled):**
Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

**Operatives (semiskilled):**
Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flamecutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

**Laborers (unskilled):**
Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

**Service workers:**
Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses aids, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.
Tompkins County Industrial Development Agency  
Board of Directors Meeting DRAFT Minutes  
May 10, 2018  
3:30 PM  
Tompkins County Legislative Offices  
121 E. Court Street, Ithaca, NY

**Present:** Rich John, Martha Robertson, Jennifer Tavares, Leslyn McBean Clairborne, Mike Sigler

**Absent:** Grace Chiang, Laura Lewis

**Staff Present:** Heather McDaniel, Ina Arthur, Mariette Geldenhuys

**Guests:** Deborah Dawson (TC Legislature), Nels Bohn, Tom Knipe (City of Ithaca), George Reed (Delaware River Solar)

**CALL TO ORDER**

Rich John called the meeting of the Tompkins County Industrial Development Agency to order at 3:55 pm.

**PRIVILEGE OF THE FLOOR**

Amanda Kirschgessner – As the City of Ithaca is reviewing its CIITAP Policy and also considering a Green Building Policy, she would like the IDA board to authorize a moratorium on abatements until the Green Building Policy is passed and implemented. She feels it would not make sense to pass abatements for a project until this is finalized.

**ADDITIONS TO THE AGENDA**

None

**BUSINESS**

Delaware River Solar Dryden I and II Solar Applications

Heather McDaniel introduced the applications for two contiguous community solar projects from Delaware River Solar in the Town of Dryden. She also introduced George Reed from Delaware River Solar. The Town of Dryden has submitted a letter of support. One of the projects is a 2mw project and the other is a 1.3mw project. They also have two difference levels of incentives based on differing financial models. One is under the state's net metering system and the other is under the new “value of distributed energy generation model” (VDER). Both projects would receive the PILOT for 20 years with a 2% annual increase, which is consistent with the IDA adopted solar policy. She has recommended two different levels of incentives based on the financial models ($4,800/mw and $4,300/mw respectively) and to account for the different anticipated revenues.
The Town of Dryden has also completed the SEQR process. She is asking the Board to accept the applications as complete and to move them to a public hearing.

Rich John commented that the Town of Dryden's letter is conditional. The Town wants a 10% discount on power (below the standard NYSEG billing rate) – can this be done?

George Reed stated that they would prefer not to have this as a binding condition particularly for the second project. There is a risk if they offer a discount. There may be a need to offer some discounts due to competition in the market area and they are trying to make this possible, but the projects need to generate enough revenue to pay expenses, including debt service and compensating the tax equity investors.

Rich John asked about the Town of Dryden's statement in their letter of support that addressed the “countywide PILOT agreement to attract solar energy companies...”

Heather McDaniel commented that the Town is most likely commenting on the community solar policy the IDA adopted so that individual municipalities do not need to negotiate separate PILOT agreements. The Town also would like to see a different division of the PILOT payments where the Town would get a bigger percentage other than ad valorem. The IDA discussed this with other solar projects in Dryden and chose not to take that recommendation. This would require approval of the taxing jurisdictions and the school district likely would not support that.

Martha Robertson asked what other DRS projects have been completed and of those are they soliciting subscriptions. NY Newfield I, II, and III have closed on the IDA incentives and are more than likely under construction. All three were under the net metering model and plan to offer the 10% discount on NYSEG rates.

Rich John proposed to accept the applications as complete and to move them to a public hearing. He asked that when the projects return to the board for final approval, that the Town of Dryden also be present to explain their position.

Is any of the land being farmed? Since it is under an agriculture exemption, at least some of the acreage should be farmed.

Martha Robertson asked that on the benefit memo paragraph two, that the words “receive” be changed to “make” in terms of the PILOT payment.

All the special district taxes are not subject to the PILOT

Rich John asked for an explanation between the two forms of financial models.

Net metering is a kw hour credit on a bill and VDER is a monetary credit on a bill.

Jennifer Tavares moved to accept the applications as complete and to move them to a public hearing. Martha Robertson seconded the motion. The motion was approved 5-0.

Committee Appointments
The TCIDA Board needs to appoint a Finance Committee per the 2009 update to the PAAA legislation. When the PAAA legislation was created in 2007, the board did create an Audit Committee and a Governance Committee.

Heather McDaniel recommended that at this time and Audit and Finance Committee be populated as one committee and later the Governance Committee can do a review of the IDA’s bylaws and recommend separating them into two committees.

Rich John suggested appointing Mike Sigler, Laura Lewis and Rich John to the Governance Committee.

Rich John suggested appointing Rich John, Martha Robertson and Jennifer Tavares to the Audit/Finance Committee.

Martha Robertson moved to appoint the Governance Committee for both the TCIDA and TCDC as outlined and to expand the current audit committee to an audit and finance committee and to appoint the board members as outlined. Jennifer Tavares seconded the motion. The motion was approved 5-0.

Jennifer Tavares suggested that when the Governance committee reviews the bylaws that other policies also be reviewed along with the attorney. It is best practices to have the attorney review policies annually.

CIITAP Policy Draft Discussion

Nels Bohn of the IURA and Tom Knipe Economic Development Director of the City of Ithaca joined the discussion.

Heather McDaniel gave an overview of the CIITAP Affordable Housing Recommendations. The City is considering an affordable housing requirement for all CIITAP projects. To be effective, the proposed policy will need to balance the City’s desire for more affordable housing with the developer’s need to earn a reasonable return on investment to make a project financially feasible.

An approach that gives developers one of two options might enable developers to make financial decisions that meet their specific needs on a case-by-case basis. The two options are 1) an affordable unit set aside or 2) a host community agreement/payment.

1) The affordable unit set aside would be 10% of units for residents earning 75% of area median income. Residents would be income qualified. There are two PILOT options to support this – a) a 10% additional property tax abatement for 20 years or b) a 20% additional property tax abatement for 20 years.

2) The host community agreement/payment set aside would be where the developer would pay into an affordable housing fund that the City would then use to meet is affordable housing needs.

Pros and cons for both options were outlined. There are also a lot of hidden cost considerations to think about in terms of reporting and implementing the first option.
Nels Bohn commented that the City is in the midst of discussions and would like to hear the IDAs thoughts. Making up the lost rent between affordable and market rate is expensive.

Tom Knipe commented that the City does not know the impact this policy change will have. The City does not want to stop density but does want to see an incentivizing of affordable housing.

Martha Robertson asked if the City is considering both CIITAP policy increase in boundary and affordable housing requirement or if they would implement one over the other.

The discussion at the City is that the boundaries are not going to be expanded without having the affordable housing discussion.

At the end of the day the biggest barrier is getting approvals for projects. Developers like INHS take a long time working through the approvals. She feels there would be a benefit to get perhaps a smaller amount of affordable units but ones that are built sooner rather than later. She is leaning towards the percentage of units. She would be willing to go to an additional 15% abatement and would like to see 49 years for the PILOT.

Also how would you structure the affordable housing abatement on top of the “regular” PILOT agreement? You would have to go into existing taxes being abated in the first few years. Going with 15% additional abatement over 49 years it works out to a $350,000 subsidy/unit.

Jennifer Tavares asked about using the tax money that would be given up and if this could be used for other efforts. She has things she likes and dislikes for both options. I agree it would be interesting to see what it would work out to be with more units – having an upfront payment from developers – gentrification would still take place. And another thing – all the money would be collected by the City from the projects and then the City gets to invest the funds, but the tax money would go to multiple jurisdictions – so under that scenario only the City would benefit.

Mike Sigler has two questions. What if we offer no abatements for these projects and don’t require affordable housing. And what if the government puts money that would have been paid into the voucher program – wouldn’t that get the same result? And the other question is compliance – who is in charge of compliance? The City would oversee compliance.

Nels Bohn says that the challenge with vouchers is the number of units that will accept the vouchers is limited. So an expansion of affordable housing units is needed.

Leslyn McBean Clairborne – agreed with the lack of voucher units. Anything that will bring more affordable housing in the City’s core will get my vote. The affordable housing issue will not go away. She is not a big fan of the second option.

Rich John likes options but agrees with Leslyn that the second option would do little to encourage mixed income. What is the legality of imposing a fee – is this an impact fee? If it is tied to zoning and you have to pay, yes, but CIITAP is a choice, so it wouldn’t be an impact fee.

Mike Sigler asked why are we putting a time limit on this – why not forever? If you don’t build the building you won’t make any money anyway. It’s not that you would really loose money – you just bump up the other rents.
Is there a legal issue with 49 years? Nels Bohn stated that 49 years and beyond is considered permanent.

Martha Robertson stated that we need to put some skin in the game if we are going to have more affordable housing so if it means abating existing taxes, so be it.

Jennifer Tavares commented that the financial threshold should be part of the discussion at the City and the should also look at constructing affordable housing outside of the City – not everyone wants to live in the City. This policy will also not address the middle income/workforce housing unit issue. This policy may even create more of a gap between affordable and higher income housing.

Heather McDaniel asked for clarification on why the City’s controlling the housing set aside would impact negatively other taxing jurisdictions. The taxes are not only for the City – they are for the school district and the county as well.

Leslyn McBean Clairborne commented that she is still struggling with the lost of rent thought. Why is it a loss if they are building a mixed income building? It is the differential between market rate and affordable rent that would be collected.

Well, the developer should know this up front and put this mix of rents into their financial projections – so it is not a “loss” of rent if the financials are already set up for this policy.

Jennifer Tavares explained that developers could build anywhere but if we want them to build where we want and how we want, the incentives off-set the loss.

This input will be considered by the City’s Planning Committee when it further discusses the CIITAP changes.

CHAIR’S REPORT

The Authority Budget Office (ABO) has issued its draft report for the audit they conducted of the TCIDA. A response was drafted and sent. The ABO again responded with more questions. A second response letter has been drafted. Overall, the IDA is transparent in its actions and follows state regulations. There were some discrepancies with data on some of the cost benefit analysis presented to the IDA. They made some recommendations to tighten process. There was some indication that either the ABO didn’t understand how the IDA was implementing its recapture policy or that it wasn’t being implemented. There will be an exit meeting with ABO staff and then a final report will be issued.

STAFF REPORT

A letter has one out to the Arrowhead Project based on the discussion in executive session at the last IDA meeting and we are waiting on a response.

APPROVAL OF MEETING MINUTES
Martha Robertson moved to approve the draft minutes from the April 12, 2018 Board meeting. Mike Sigler seconded the motion.

The motion was approved 5-0.

The meeting was adjourned at 5:10pm.